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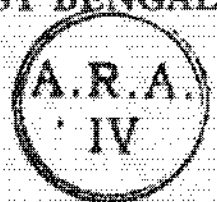


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Certified that the Document is admitted Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of the Document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

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19-6-20

22 JUN 2020

THIS SUPPLEMENTARY AGREEMENT made this the 19th day of June Two Thousand Twenty (2020);

Via Case No. 1044 @ 19.06.20
 J10 - 250
 J12 - 100
 Total 350/-
 Received on _____

Additional Registrar of Assurances-IV, Kolkata

19 AUG 2019

43110

SOLD TO..... VICTOR MOSES & CO.
Solicitors & Advocates
ADDRESS..... 8, Old Post Office Street
Kolkata-700 001

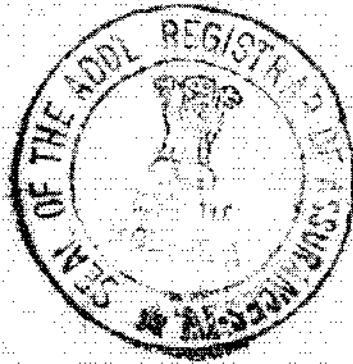
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RS.....

CODE NO. (1087)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001

19 AUG 2019



*Atangir Raza Adv
Sp, Jahangir Raza
28/11 Judge court board
P.O. N.S. Adprie
kol-29*

[Signature]
ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
19 JUN 2023

BETWEEN

(1) **ELEGANT PROFIN PVT LTD**, a company incorporated under the Companies Act, 1956, having **CIN U70200WB1996PTC079875**, having **PAN AAACE7642M**, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street), 1st floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director Ashish Dalmia, having **PAN AFAPD3109G**, having **AADHAR 6363-3109-2915**, having Mobile No.9831187719, son of Sri Santosh Kumar Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Post Office Ballygunge, Police Station Ballygunge, Kolkata 700019 **AND** (2) **BELVEDERE ENTERPRISES P LTD**, a company incorporated under the Companies Act, 1956, having **CIN U45201WB1996PTC079874**, having **PAN AABC4284D**, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street), 1st Floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director Mahesh Kumar Prahladka, having **PAN AESPP1850R**, having **AADHAR 3440-5400-4033**, having Mobile No.9831041647, son of Late Manturam Prahladka, residing at BA-10, Salt Lake City, Post Office CC Block, Police Station Bidhannagar North, Kolkata 700064, hereinafter jointly referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in- interests and assigns) of the **ONE PART**

AND

ZIRCON DEALERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having **CIN U51109WB1996PTC081950**, having **PAN AAACZ1160H**, having its registered office situated at Premises No.122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, represented by its Director Sri Umesh Kyal, having **PAN AGCPK9667R**, having **AADHAR 3221-6780-6519**, having Mobile Number 9831151592, son of Late Govind Ram Kyal, residing at 30C, South End Park, Post Office Sarat Bose Road, Police Station Rabindra Sarobar (formerly Lake), Kolkata 700029, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors in interest and assigns) of the **OTHER PART**.

WHEREAS:-

- A. By virtue of a compromise decree dated the 11th March, 1955, passed by the Hon'ble High Court at Calcutta in Partition and Administration Suit No. 2316 of 1952 (Benarsilal Bagla & Ors. -Vs-Madan Gopal Bagla & Anr.) one Benarsilal Bagla, Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla were jointly allotted **ALL THAT** the piece and parcel of land containing an area of 1 Bighas 10 Cottahs 8 Chittacks and 31 Square Feet, be the same a little more or less, **TOGETHER WITH** the building/structures standing thereon situate lying

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

11 JUN 2020

at and being Premises No.149, Mahatma Gandhi Road (formerly known as Harrison Road), the then Calcutta, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **Said Property**).

- B. The said Benarasilal Bagla who was governed by the Mitakshara School of Hindu Law died intestate on 6th December, 1960, leaving behind him surviving his widow Smt. Kaushalya Devi Bagla, his three sons namely Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla and seven daughters namely Sneh Prabha Bagla, Sashi Prabha Bagla, Sheela Bagla, Punam Bagla, Pratima Bagla, Neelam Bagla and Harsha Bagla as his heiress, heirs and legal representatives who upon his death inherited the undivided share in the Said Property.
- C. All the daughters of the said Benarsilal Bagla namely Smt. Sneh Prabha Mansinghka, Smt. Sashi Prabha Goenka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary had mutually decided to release, relinquish or renounce all their rights, title or interest in the said property.
- D. The said Smt. Sashi Prabha Goenka died intestate leaving behind her surviving her husband Mahendra Kumar Goenka and only son Sanjay Goenka and only daughter Smt. Bharti Bhartia as her only heirs, heiress and legal representatives who upon her death jointly inherited her undivided part or share in the Said Property.
- E. By an Indenture of Conveyance dated the 29th May, 1997, made between the said Srawan Kumar Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises P Ltd therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No. 4724 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the Said Property **TOGETHER WITH** the 1/4th part or share in the building standing thereon.
- F. By another Indenture of Conveyance dated the 29th May, 1997, made between the said Pawan Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Pvt Ltd therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

11.9 JUN 2020

Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Choudhury therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4827 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the Said Property **TOGETHER WITH** the 1/4th part or share in the building standing thereon.

G. By another Indenture of Conveyance dated the 29th May, 1997, made between the said Krishna Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Pvt Ltd therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4835 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the Said Property **TOGETHER WITH** the 1/4th part or share in the building standing thereon.

H. By another Indenture of Conveyance dated the 29th May, 1997, made between the said Kaushalya Devi Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises P Ltd therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein collectively referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.6189 for the year 2008 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the Said Property **TOGETHER WITH** the 1/4th part or share in the building standing thereon.

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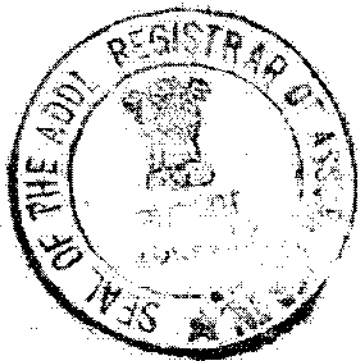


REGISTRAR OF ASSURANCES
GOVERNMENT OF KARNATAKA
10 JUN 2020

- I. Thus the said Elegant Profin Pvt Ltd and Belvedere Enterprises P Ltd jointly became the absolute owners of the Said Property.
- J. The Owners herein duly applied for mutation of their names in the records of The Kolkata Municipal Corporation in respect of the said property and their prayer was duly granted by mutating of their names on 29th May, 2015 vide mutation case no. O/043/29-MAY-15/91238.
- K. Various parts and portions of the building situated at the said Property were in occupation of different tenants and/or occupants (hereinafter collectively referred to as the **OCCUPANTS**), the details whereof have duly been furnished to the Developer by the Owners.
- L. By a Development Agreement dated 24th November, 2014, made between the Owners herein therein jointly referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.79, Pages 823 to 872, Being No.15751 for the year 2014 (herein after referred to as the **said Development Agreement**), the Owners therein at and for the consideration and on the terms and conditions mentioned therein, appointed the Developer to construct, erect and commercially exploit the said Property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.
- M. Most of the tenants have surrendered and/or have agreed to surrender their respective tenancies unto and in favour of the Owners herein.
- N. The Developer being engaged inter alia in the business of undertaking development of real estate in and around the city of Kolkata and other places have acquired considerable skill and expertise and have a reputed professional team at their command for the purpose of undertaking development of real estate.
- O. The Developer has obtained a sanction plan in respect of the said property duly sanctioned by The Kolkata Municipal Corporation vide Building Permit no. 2018050122 dated 31st January, 2019.
- P. In view of change of user of the proposed building to be constructed at the said Property and also to avoid competition, the Owners have jointly decided and approached the Developer to develop the said project and to share the revenue realized from the sale of the Saleable Areas instead of allocating the Owners' Allocation to the Owners and the Developer's Allocation to the Developer, to which the Developer has agreed in modification of the said previous Development Agreement.

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

18 JUN 2020

- Q. Accordingly, the Parties hereto are entering into this supplementary agreement with a clear understanding that (a) this agreement is in modification of the terms and conditions contained in the said Development Agreement executed between the Owners and the Developer relating to the development of the said Property pursuant thereto, (b) all acts, deeds and things done by the Parties in pursuance of the Development Agreement and by virtue of the powers and authorities granted to the Developer or its nominees shall be and remain valid and shall be deemed to have been done to effectuate development of the Project in terms thereof, and (c) the previous Powers of Attorneys granted to the Developer in pursuance of the said Development Agreement shall stand revoked and cancelled with effect from the date hereof in view of the Owners granting fresh Powers of Attorney in terms hereof.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE - I - DEFINITIONS

1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
 - (i) **ARCHITECT** shall mean any Architect or firm or firms of Architects, who may be appointed by the Developer for designing and planning of construction of the said New Building forming part of the Project;
 - (ii) **ASSOCIATION** shall mean any company incorporated under the Companies Act, 1956, or newly formed company incorporated under the companies Act 2013, or any Association formed and registered under the West Bengal Ownership Act 1972 or a Committee as may be formed by the Developer in consultation and concurrence of the Owners for the maintenance of the common parts and portions of the building/buildings having such rules, regulations and restrictions as may be deemed proper and necessary by Developer not being inconsistent with the provisions and covenants herein contained;
 - (iii) **BUILDING** shall mean any building consisting of self contained independent Units, to be constructed on the Said Property according to the plan sanctioned by The Kolkata Municipal Corporation;
 - (iv) **CAR PARKING SPACES** shall mean the open/ covered/ mechanical car parking spaces to be provided in the ground floor and/or basement level of the Building/s in the project expressed or intended to be reserved for parking of motor cars;

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

11 JUN 2020

- (v) **COMMON PARTS AND PORTIONS** shall mean and include corridors, hallways, stairways, internal and external passages, passageways, pump house, overhead water tanks, reservoirs, water pumps and motors, drive-ways, of the building/buildings, common lavatories and other common parts and portions of the said project and /or the New Building which shall be used by the Owners or Occupants and shall become a part of the said project;
- (vi) **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose as may be decided by the Developer in consultation and concurrence of the Owners to be contributed, borne, paid and shared by the Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge;
- (vii) **CONSENTS** shall mean the planning, permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out and completing the Development and Construction of the New Building;
- (viii) **DEPOSITS/EXTRA CHARGES/TAXES** shall mean the amounts to be deposited/paid by the purchasers/transferees of the units to the Developer/Owners more fully stated in Article XXVII hereunder written.
- (ix) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 24th November 2014 between the Owners and the Developer for development of the Project at the Said Property as modified by this Agreement;
- (x) **DEVELOPER** shall mean the said **ZIRCON DEALERS PRIVATE LIMITED** and shall include its successor and/or successors in interest and assigns as modified by this agreement;
- (xi) **DEVELOPERS SHARE OF NET REVENUE** - shall mean 35% (thirty five per cent) of the net sales revenue generated from the sale of the saleable spaces of the project/new building.
- (xii) **INTENDING PURCHASERS** shall mean the prospective purchasers or transferees who would agree to purchase any unit/ office space, car parking space or other spaces in the project;
- (xiii) **MAINTENANCE-IN-CHARGE** shall mean and include such agency or any outside agency to be appointed by the Developer in consultation and concurrence of the Owners under this Agreement, for

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
11.06.2021


the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained;

- (xiv) **MARKETING** -shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to the intending purchasers/transferee or tenant or licensee or lessee as the case may be for owning or occupying any unit.
- (xv) **MARKETING EXPENSES** - shall mean all expenses paid in actual (not exceeding 2% of the consideration) relating to or in connection with the marketing of the Saleable spaces comprised in the project as fees or brokerage of the marketing agent. The Owners and the Developer shall bear and pay the marketing expenses in their respective ratios.
- (xvi) **NET SALES REVENUE** - shall mean and include all the amounts to be received by the Developer towards consideration for the sale of units/area/spaces comprising of prime location charges, transfer charges, assignment charges, cancellation charges, floor rise charges, if any, Car Parking Space allotment charges in the Project and amounts receivable from the unit Purchasers/Transferees. Net Sales Revenue however shall not include Goods and Service Tax or any other present and future tax payable on sale/transfer of the units, extra costs, deposits, extra charges, stamp duty, registration fees and other incidental and allied costs with regard to documentation, expenses of all deeds, documents, agreements, collected from the intending purchasers.
- (xvii) **OWNERS** shall mean the Owner Nos. 1 and 2 abovenamed and shall include their respective successor and/or successors in their respective offices/interest and assigns;
- (xviii) **OWNERS SHARE OF NET REVENUE** - shall mean 65% (sixty five per cent) of the net sales revenue generated from the sale of the saleable spaces of the project/new building.
- (xix) **PLAN** shall mean Building permit no. 2018050122 dated 31st January, 2019 sanctioned by The Kolkata Municipal Corporation for construction of a commercial complex having a building containing self contained independent units and open/covered/mechanical car parking spaces and other constructed spaces upon the said property;
- (xx) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals, who would be engaged and/or contracted by the Developer from time to time for carrying out the

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ADDITIONAL REGISTRAR
OF ASSURANCES, KERALA
9 JUN 2020

construction of the buildings, car parking spaces and other common areas and portions of the Project.

- (xxi) **PROJECT** shall mean the project of construction, erection and completion of the new building at the said Property and the same for office and commercial use in accordance with the map or plan sanctioned by The Kolkata Municipal Corporation and other authorities concerned;
- (xxii) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs, charges and expenses including all fees payable to Architects, Engineers and other Agents and the sanction fees, legal expenses and all other amounts, which are paid or incurred by the Developer prior to the date of this Supplementary Agreement;
- (xxiii) **SAID PROPERTY** shall mean ALL THAT the piece and parcel of land containing an area of 1 Bighas 10 Cottahs 8 Chittacks and 31 Sq.Ft., be the same a little more or less, TOGETHER WITH brick built building standing thereon situated lying at and being Premises No. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Kolkata 700007 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written);
- (xxiv) **SAID SHARE** shall mean the undivided variable proportionate indivisible part or share in the land comprised in the Said Property attributable to the said units.
- (xxv) **SALEABLE AREAS** shall mean the units (being offices, shops, commercial spaces and other constructed spaces), covered parking spaces, open parking spaces, mechanical multi-level car parking spaces, terraces, capable of being transferred independently or as appurtenant to any unit and shall include any other area.
- (xxvi) **SIGNAGE SPACE** shall mean all signage and display spaces outside all Units/spaces in the common areas and the Complex including the exterior of the new buildings and including the roofs, car parking area and the open areas as also the boundary walls of the Complex of the said Project.
- (xxvii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **THIRD SCHEDULE** hereunder written) or such other specifications as may be recommended by the Architect. However, the specifications may be varied and/or modified from time to time as may be mutually agreed in writing by all the parties;
- (xxviii) **SERVICES** shall mean the electricity, water, generator, lifts, telecommunications and drainage connections and other essential

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ADDITIONAL REGISTRAR
OF ASSURANCES, DELHI, INDIA

7 (8 JUN 2021)

services to be provided at the Project/ New Building as be necessary or required for beneficial use and enjoyment of the Units thereat;

(xxix) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees, charges and expenses required to be paid, incurred and disbursed by the Developer for and on account of development of the Said Property and further constructing the Complex and/or new building thereat, as more fully described in Article XII hereinafter;

(xxx) **TITLE DEEDS** shall mean the documents of title of the Owners and the documents referred to herein.

(xxxii) **TRANSFER** - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of Units in multi-storied Buildings in the Project to the transferees thereof as per law.

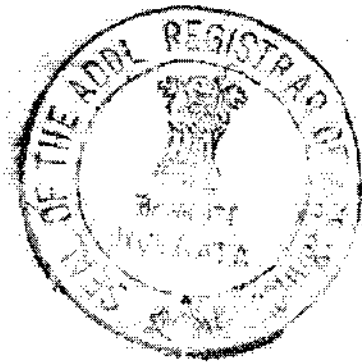
(xxxiii) **UNITS** shall mean the various shops, showrooms, office space and other spaces including car parking spaces comprised in the project/new building to be constructed for commercial use which are capable of being enjoyed as an unit along with Common Areas, Facilities and Amenities;

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- (i) Any reference to any act of Parliament/Assembly whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it;
- (ii) Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated;
- (iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure the same to be done and obligation on its part and not to do something shall include an obligation not to permit, or allow the same to be done;
- (iv) Words denoting one gender shall include other genders as well;

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

7 8 JUN 2023

- (v) Words denoting singular number shall include the plural and vice versa;
- (vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto;
- (vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time as may be mutually agreed upon in writing by the parties hereto;
- (viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement;
- (ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III - MUTUAL REPRESENTATIONS AND WARRANTIES

- 3.1 At or before the execution of this Agreement the Owners and each of them doth hereby assure and represent to the Developer as follows:
- (i) That the Owners are jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property, each of the Owners having an undivided $\frac{1}{2}$ share or interest therein;
 - (ii) That various parts and portions of the Said Property were in the occupation of different tenants and occupants;
 - (iii) That there is no thika tenancy in respect of the Said Property;
 - (iv) That the Owners have a marketable title in respect of the Said Property;
 - (v) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the Said Property;
 - (vi) That the Said Property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the Said Property is not attached under any decree or order of any Court of Law or by the Income Tax Department, or by any other Government authority;

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

19 JUN 2023

- (vii) That there is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the Said Property;
- (viii) That the Owners have not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to the Developer under this Agreement;
- (ix) That the Owners have not entered into any agreement for sale, transfer, lease and/or development other than those as stated hereinabove nor shall further create any third party interest into or upon the Said Property or any part or portion thereof. The Owners have however entered into separate agreements and/or compromise with the existing tenants to accommodate them in the new building as stated in Article X hereunder;
- (x) That there are no legal proceedings pending against the Owners and/or any of its Directors for enforcing any agreement for sale, transfer lease and/or development in respect of the Said Property;
- (xi) That the Owners/Developers are legally competent to enter into this Supplementary Agreement and modify/amend/change some of the clauses and/or terms and conditions of the said Development Agreement dated 24th November, 2014.
- (xii) It is recorded that the Owners have made over to the Developer the possession of the said property for the purpose of undertaking development.
- (xiii) The Owners shall adhere to and abide to their duties and responsibilities under this agreement as well as under the current applicable laws. The Owners shall not undertake or cause to be undertaken any illegal activity in contravention of this agreement.
- (xiv) All documents including agreement for sale, allotment letters, booking forms and deed of conveyance relating to the units/parking space shall be approved by the Owners and the Developer jointly.
- (xv) Copies of all agreements, allotment letters, booking forms and deed of conveyance which may hereafter be executed on behalf of the Owners by the Developer in respect of the units/parking spaces as their Constituted Attorney shall be furnished by the Developer to the Owners within a fortnight from the date of execution.

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

7 9 JUN 2020

3.2 At or before entering into this Agreement, the Developer has also assured and represented to the Owners as follows:-

- (i) That the Developer has sufficient knowledge, skill and expertise in the matter of development of immovable properties and construction of new buildings;
- (ii) That the Developer has sufficient source of required finance and also necessary infrastructure as may be required for carrying out development of the Said Property and/or construction of the new building thereat in terms of this agreement;
- (iii) That on being entrusted with the development of the Said Property by the Owners, the Developer would carry out the development of the Said Property and construction of the new building and other infrastructure at its own risk and responsibility and the same strictly as per the plan sanctioned by The Kolkata Municipal Corporation as also as per Municipal Laws and the building rules;
- (iv) That the Developer is legally competent to enter into this Agreement in respect of Development of the Said Property.
- (v) The Developer shall adhere to and abide by their duties and responsibilities under this agreement as well as under the applicable current laws. The Developer shall not undertake or cause to be undertaken any illegal activity or in contravention of this agreement.

3.3 It is recorded that relying on the aforesaid representations and further believing the same to be true and acting on the faith thereof, both the Owners and the Developer have agreed to enter into this Agreement for development of the Said Property for the consideration and subject to the terms and conditions hereinafter appearing.

ARTICLE IV - TITLE

- 4.1 The Developer has carried out necessary searches of the Said Property and examined the title of the Owners and based on such examination, is satisfied in respect thereof. The Owners shall however make out a marketable title to the Said Property at their own cost and expenses.
- 4.2 The Owners shall always retain the physical custody of the Title Deeds in their absolute control and power and shall not part with the same in any manner whatsoever. The Owners shall also keep the Said Property free from all encumbrances, charges, liens, lispendens, attachments, liabilities of whatsoever nature. The Owners shall produce or cause to be produced the said Title Deeds as and when required by

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ADDITIONAL REGISTRAR
OF ASSURANCES, W. BENGAL, KOLKATA

11/06/2020

the Developer before such authority or authorities or banks or financial institution as and when required. After completion of the project the said Title Deeds shall be made over to the Association upon its formation. Provided however that in the event of the Owners or any of them own and hold any portion of the new building, such Owner(s) shall be entitled to be made over the original Title Deed to be held in trust with an obligation to produce the same for inspection as and when so required by the Owners of the units at the new building.

- 4.3 The Developer shall be entitled to take Project Finance/Cash Credit, only upon the commencement of construction of the new building, of a sum not exceeding Rs.4,00,00,000/- (Rupees Four Crores only) from any bank/financial institution by mortgaging the Developers share of revenue or allocation in the said project and the title deeds of the said Property. The original title deeds of the said Property shall be handed over to the bank/financial institution by the Owners. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings.
- 4.4 The Developer shall before obtaining the completion certificate close and/or square off their Project Finance/Cash Credit Limit with such bank/financial institution from whom they have obtained any financial assistance and shall hand over the original title deeds to the Owners immediately after having the same released from the Bank/Financial Institution.
- 4.5 The Developer indemnifies the Owners against all and/or any payment to be made to any bank/financial institution on account of principal amount, interest, charges, penalty, penal interest or any payables by whatever name called.
- 4.6 In case the Developer fails to close the aforesaid Project Finance/Cash Credit Limit and/or fails to obtain release of the Title Deeds pledged with the bank/financial institutions before obtaining the Completion Certificate the Owners shall be entitled to have the same released from the bank/financial institutions and take delivery of the title deeds pledged with the Bank/Financial Institution upon payment of their dues and shall adjust such sums with the security deposit refundable to the Developer.

ARTICLE V - AUTHORITY TO ENTER

- 5.1 Simultaneously with the execution of this Agreement, the Owners have, in part performance hereof, allowed the Developer exclusive and free license to enter the Said Property as a Developer for carrying out the work for development. Nothing herein contained shall be construed as handing over possession by the Owners to the Developer under section 53A of the Transfer of Property Act, 1882.

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~~ADDITIONAL REGISTRAR
OF ASSURANCES - MICHIGAN~~

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ARTICLE VI - POWERS AND AUTHORITIES

- 6.1 To enable the Developer to specifically perform their obligations arising out of this Agreement, the Owners agree to execute a Registered General Power of Attorney nominating, constituting and appointing the Developer to be the true and lawful attorney of the Owners, to do, execute and perform all or any of the acts, deeds, matters and things with respect to the Said Property as mentioned therein including entering into Agreements for Sale and Deeds of Conveyance on behalf of the Owners subject to the provisions as contained in Article 19.1 herein below.
- 6.2 The Developer will grant a Registered General Power of Attorney and/or authorize by way of Board Resolution in favour of the Owners and/or their nominees/authorized representatives to execute and register the Deeds of Conveyance and the Sale Agreements in respect of the units retained and/or allocated to them in the name and on behalf of the Developer as a party.
- 6.3 Simultaneously with the identification and separate allocation of Un-sold Areas, the Owners shall execute and/or register a Power of Attorney in favour of the Developer and/or its nominee for or relating to sale of the Developer's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer and similarly the Developer shall execute and/or register a Power of Attorney in favour of the Owners and/or their nominees for or relating to sale of the Owners' Areas or any property, benefit or right appurtenant thereto and other similar purposes as may be required by the Owners

ARTICLE VII-REFUNDABLE SECURITY DEPOSITS

- 7.1 The Developer has already deposited with the Owners a sum of Rs. 3,90,00,000/- (Rupees Three Crores Ninety Lakhs only), apportioned and in equal proportion, as an interest free refundable security deposit in terms of the Development Agreement dated 24th November, 2014 (the receipt of which the Owners do and each of them admit and acknowledge) [hereinafter referred to as the said **Security Deposit**]. The said Security Deposit carries no interest.
- 7.2 The said Security Deposit mentioned hereinabove shall be refunded to the Developer by the Owners at one shot payment within thirty days (30) days from the completion of the entire Project i.e after obtaining the completion certificate and occupancy certificate from the concerned Authorities. The Owners shall be jointly and severally liable for refund of the said Security Deposit amount to the Developer as hereafter provided in terms of this agreement.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11.9 JUN 2020

ARTICLE - VIII - DEVELOPER' S COVENANTS

8.1 In order to undertake development of the Said Property by constructing, erecting and completing the new building in accordance with the plan sanctioned by the authorities concerned, the Developer shall at its own costs duly observe and perform the following:

- (i) apply for and obtain all consents, approvals, modification of sanction plans, clearance, No objections and/or permissions including registration under the provisions of West Bengal Housing Industry Regulation Act (WBHIRA) necessary and/or required for undertaking development of the said Property ;
- (ii) install all electricity, water, telecommunications, and surface and foul water drainage to and from the Said Property and shall ensure that the same connects directly to the mains;
- (iii) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services;
- (iv) give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the Said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings;
- (v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and further to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
- (vi) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan, sanctioned by The Kolkata Municipal Corporation and other authorities concerned and further to keep the Owners and each of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11.9 JUN 2020

- (vii) comply and/or procure compliance of, all conditions attached to the building permission and any other permissions, which may be granted during the course of development;
- (viii) comply or procure compliance of all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Said Property or the development;
- (ix) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the Said Property;
- (x) incur both pre-development costs and the total development costs and all other costs, charges and expenses for the purpose of constructing, erecting and completing the said new building in accordance with the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned;
- (xi) make proper provision for security of the Said Property during the course of development;
- (xii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Property or any part or portion thereof;
- (xiii) not to expose the Owners to any liability and shall regularly and punctually make payment of all fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building;
- (xiv) to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building in accordance with the Plan and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid, performed and observed;
- (xv) the Developer shall be responsible from its own source to arrange all necessary finance and/or moneys as may from time to time be required for carrying out and completing the development of the Said Property and construction of the proposed new building.
- (xvi) The Developer shall remain responsible for any violation of any of the provisions of HIRA and the Owners shall in no way be re-

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ADDITIONAL REGISTRAR
OF ASSURANCE AND MATA

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sponsible for the same and the Developer shall keep the Owners indemnified in respect thereof.

ARTICLE - IX - TOTAL DEVELOPMENT COSTS

9.1 The Developer shall solely be liable to incur, bear and pay the entirety of all development costs including, without limitation, the items of costs and expenses listed below:

- (i) the costs of obtaining of permissions, clearances, No objections, approvals and sanction(s) of plan in respect of the development (including fees of the architects, surveyors or consultants relating thereto) **TOGETHER WITH** planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
- (ii) the costs of investigations, surveys, and tests in respect of soil, drains, and structures;
- (iii) the costs to be incurred and/or payable to architects, surveyors, contractors, masons, mistris, engineers, quantity surveyors or others engaged in respect of the development work and/or construction of the new building;
- (iv) all rates, water rates, or any other outgoing or impositions assessed in respect of the Said Property on the Owners or Occupants of it in respect of the Development and all costs of construction of the new building;
- (v) the pre-development costs and all other sums required to be incurred, paid and spent by the Developer in relation to commencing, carrying out and completing the Development work and construction of the proposed new building/housing project including providing of services thereat;
- (vi) all costs and interests on the finance, which the Developer may avail for undertaking development work and/or construction of the proposed new building.

9.2 Notwithstanding anything to the contrary contained in this Agreement, it is agreed and made clear that the Owners will not be liable to contribute and pay towards the pre-development costs and/or the total development costs.

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KARNATAKA

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ARTICLE - X - TENANTS-OCCUPANTS

- 10.1 It is recorded that portions of the said property was in possession of different tenants and occupiers in several portions of the said property, the details whereof had already been furnished to the Developer (hereinafter referred to as the Occupants).
- 10.2 The Developer has agreed that in the event of any of the said Occupants, who are to be accommodated in the proposed new building, are required to be provided temporary accommodation in the said property during the period of development of the said property and construction of the proposed new building, the Developer would arrange shifting of such occupants by providing them suitable temporary accommodation. However the Owners shall make sure that in no way construction of the Project shall get hindered.
- 10.3 The Owners have already settled with the tenants/occupants of the said property and have agreed to provide some of them with accommodation in the new building.

ARTICLE XI - GRANT OF DEVELOPMENT RIGHT

- 11.1 In consideration of the payment of the refundable interest free security deposit amount to the Owners as per Article VII above and also the various terms, conditions and covenants recorded in the Agreement dated 24th November, 2014 and also as contained in this Agreement and on the part of the Developer herein to be paid, performed and observed and further in consideration of the Developer having agreed to undertake development of the Said Property and to incur the pre-development costs and the total development costs and all other costs, charges and expenses in connection therewith (hereinafter collectively referred to as the **CONSTRUCTION COSTS**) the Owners have granted unto and in favour of the Developer the right of development in respect of the Said Property and construction of the proposed new building as per the Plan obtained from The Kolkata Municipal Corporation.
- 11.2 In consideration of the premises as aforesaid and also the various terms, conditions, covenants and stipulations recorded in the Agreement dated 24th November, 2014 and also as contained in this Agreement and also the Owners having agreed to entrust to the Developer the exclusive right to develop the Said Property as aforesaid, the Developer has agreed at its own costs to undertake, carry out and complete the development of the Said Property and construction of the new building as per the Plan sanctioned by The Kolkata Municipal Corporation and the same in the manner and within the time and as per the terms herein recorded.

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ADDITIONAL REGISTRAR
OF ASSURANCES, BANGALORE

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ARTICLE - XII - DEVELOPMENT

12.1 The Developer shall -

complete the development work and/or construction of the new building in a good and workmanlike manner and the same by use of good quality materials and the same as per details and specifications mentioned in the **Third Schedule** hereunder written and/or as may be recommended by the Architect free from any latent or inherent defect;

execute and complete the development work and construction of the new building in accordance with the approved plan and the same as per the Municipal Laws and building Rules and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this Agreement;

in connection with the development of the Said Property the Developer shall be entitled to appoint its own professional team for undertaking development of the Said Property;

The Developer shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same;

The Developer shall use all reasonable skill and care in relation to the development work and/or construction of the new building to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance, specifications and requirements and to design of the Development for the purposes for which is to be used or specific;

The approved plans have been prepared competently and professionally so as to provide for a commercial project free from any design defect and fit for the purpose for which is to be used;

The Developer shall commence and proceed diligently to execute and complete the development of the Said Property and construction of the new building:-

- (A) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials);
- (B) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory require-

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ADDITIONAL REGISTRAR
OF ASSURANCES, BIKANER, RAJASTHAN

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ment and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement.

The Developer shall use their best endeavors and cause the Development of the Said Property and construction of the new building strictly in accordance with the provisions of this Agreement.

- (i) The Developer shall start the foundation work, that is, commencement of work of the New Buildings at site within 30 (thirty) days from the date of this agreement and the Developer shall construct, erect and complete the New Building within a maximum period of 36 (Thirty Six) months from the Commencement Date for Development subject to force majeure, with a grace period of 12 (twelve) months.
- (ii) The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except as agreed hereunder) on the Owners construct, erect and complete the New Building in pursuance to the plans sanctioned by The Kolkata Municipal Corporation and as per the specifications mentioned in the **Third Schedule** hereunder and/or as be recommended by the Architects from time to time.
- (iii) The Developer shall exercise the right to market and/or sell the project in respect of the saleable spaces in the said property, in terms of this agreement, and shall be entitled to receive the sale proceeds accruing therefrom in terms of Article XIV hereunder written.
- (iv) carry out the construction/development of the Project or any part thereof until the completion of development of the Project.
- (v) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;
- (vi) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- (vii) make payment and/or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Property paid by the Developer;

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

19 JUN 2020

- (viii) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and to carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed buildings to be constructed at the said Property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as the Developer may deem fit;
- (ix) deal with, appear before and file applications, declarations, certificates and submit/ receive information, as may be required under the Applicable Laws or any Government Authority in relation to the said Project, necessary for full, free, uninterrupted and exclusive development and construction thereof;
- (x) carrying out and complying with all the conditions contained in the Approvals as may be obtained from time to time;
- (xi) launch the Project for sale of the units;
- (xii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed at the said Property as envisaged herein subject to the compliance of the provisions contained in this Agreement by the Developer.
- (xiii) manage the said Property and facilities/common areas constructed thereupon;
- (xiv) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,
- (xv) demarcate the common areas, facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the WBHIRA;
- (xvi) generally do any and all other acts, deeds and things that may be required for exercising the Development Rights;
- (xvii) In case the Developer opts to take any Project Finance and pledges the Title Deeds of the said Project in order to secure the same, the Developer shall be liable to, before the completion cer-

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ADDITIONAL REGISTRAR
OF ASSURANCES VOLOKATA

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tificate is obtained, close and/or square off their Project Finance/Cash Credit Limit with such bank/financial institution and obtain release of the title deeds so pledged and hand over the same to the Owners herein.


ARTICLE - XIII - CONSTRUCTION AND COMPLETION

- 13.1 The work of construction will commence within 30 days from the date of this agreement and unless prevented by force majeure causes, the said Project shall be constructed, erected and completed within a period of 36 (thirty six) months with a grace period of 12 (twelve) months from the date hereof (hereinafter referred to as the **COMPLETION DATE**).
- 13.2 In addition to the above, the Developer shall not be treated in breach of performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances amounting to Force Majeure as hereinafter stated.
- 13.3 In case the Developer fails or neglects to complete the Building within the above stated Completion period, i.e. 36 (thirty six) months with a grace period of another 12 (twelve) months then in that event the Developer shall be liable and hereby agrees to pay to the Owners collectively a Sum of Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousands only) per month as pre-determined liquidated damages till the completion of the building.
- 13.4 It is further agreed that in the event the Developer fails to observe the covenants and conditions in this Agreement and/or fails to complete the construction within a period of 54 (Fifty four) months with a grace period of another 6 (six) months) from the date of this agreement then this Agreement shall stand determined and or cancelled and the Owners shall immediately refund the security deposit to the Developer together with reasonable costs and expenses of construction borne by the Developer till such date.
- 13.5 The Developer shall be authorized at its own costs and in the names of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and similarly to apply for and obtain temporary and permanent connection of water, electricity, power, drainage to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building/s for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer.
- 13.6 The Developer shall at its own costs and expenses and without creating any financial and/or other liability on the Owners construct and complete the New Building and various units and/or apartments

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ADDITIONAL REGISTRAR
OF ASSURANCES, BANGALORE

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therein in accordance with the sanctioned plan and any amendment thereto or modification thereof made or caused to be made by the Developer and in compliance with the Municipal Laws including the Building Rules and regulation of the Municipal Corporation.

- 13.7 The Developer shall solely and exclusively be responsible for the structural stability of the new building to be erected and further be liable for all actions, claims, actions and demands, which may arise due to deviation from the sanctioned plan and/or violation of Municipal Laws. The Developer shall strictly observe all required safety measures during carrying out the development work and/or construction of the new building.
- 13.8 The Developer shall duly comply with all statutory requirements as also to perform all statutory formalities as may from time to time be required for carrying out and completing the work of development of the Said Property and/or construction of the said proposed building.
- 13.9 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 13.10 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the Said Property and/or in the matter of construction of the said new building in deviation of the Plan and/or for any defect therein.
- 13.11 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.
- 13.12 The Developer shall provide necessary common parts, facilities and amenities including water, drainage and sewerage connections at the new building for beneficial use and enjoyment of the units at the new building and the same as described in the **Second Schedule** hereunder written.
- 13.13 The Developer shall after having completed construction of the new building duly apply for and obtain necessary completion Certificate and/or occupation certificate from the concerned authority as may be required for the use and occupation of the units by the purchasers.

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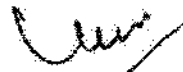
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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

7.9 JUN 2020


ARTICLE - XIV - REVENUE SHARING

- 14.1 In consideration of the premises herein the Owners shall be entitled to 65% (Sixty Five per cent) of the Net Sales Revenue towards the Owners Allocation and in consideration of the Developer undertaking the construction of the building at their own cost the Developer shall be entitled to 35% (Thirty Five per cent) of the Net Sales Revenue towards the Developers Allocation.
- 14.2 Both the Owners and the Developer shall jointly, after consultation, fix the sale consideration, rent, license fees, terms for the spaces to be sold and/or leased to the intending Purchasers/Transferees/Lessees in the said premises. Both the Owners and the Developer shall discuss and review the pricing periodically.
- 14.3 The Net Sales Revenue in respect of the saleable spaces in the project shall only be received by Cheque/Draft/Pay Order/NEFT/RTGS be received deposited in a separate bank account opened for such purpose (hereinafter referred to as the **Sale Consideration Bank Account**). No other bank account shall be used for deposit of the sale consideration arising from the sale of the Project. Suitable irrevocable standing instructions shall be give to the Bank for disbursement of the Net Sale Revenue as per West Bengal Housing Industry Regulation Act, 2017 (WBHIRA) received in the previous month after deducting the marketing expenses, extras and charges therefrom amongst the Owners and the Developer within the 7th day of every Calendar month. The net sales revenue shall be shared amongst the parties in the agreed ratio i.e. 35% to the designated bank account belonging to the Developer and 65% to the designated bank account belonging to the Owners.
- 14.4 An amount equivalent to 7% of the total amount receivable by the Owners shall be transferred to an escrow bank account belonging to and to be operated by the Owners towards pro-tanto adjustment of refundable security deposit amount of Rs. 3,90,00,000/- (Rupees Three Crores Ninety Lakhs only), provided that this adjustment shall stop upon the balance of the escrow account reaching Rs. 3,90,00,000/- (Rupees Three Crores Ninety Lakhs only). The amount of Rs. 3,90,00,000/- (Rupees Three Crores Ninety Lakhs only) shall be paid and/or transferred to the account of the Developer as refund of Security Deposit within 30 days from the completion of the entire project i.e. after obtaining the completion certificate and occupancy certificate from the concerned authorities and the balance amount, if any, including all interest accrued thereon shall be transferred to the account of the Owners.
- 14.5 The Developer shall comply with, collect and deposit Goods and Service Tax (GST) as may be applicable on various units, apartments, constructed spaces, shop rooms and/or showrooms and

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

11 (9) JUN 2021


open/covered/mechanical car parking spaces sold by the Developer to the Intending purchasers/transferees whether arising out of Owners' share or Developer's share as long as it is Developer's responsibility to market and sell the same.

- 14.6 Upon the expiry of 3 (three) months from the date of issuance of the completion certificate or at such time as may mutually be agreed between the parties in writing, the parties shall divide all unsold areas in the said project in the agreed ratio on pari passu basis. The Owners and the Developer shall have the right to sell their respective shares of the unsold areas.
- 14.7 The accounts between the parties with regard to the net sale proceeds collected in such **Sale Consideration Bank Account** and adjustments there from and disbursement thereof shall be checked and settled every month.
- 14.8 The Owners and Developer record and confirm that the ultimate roof of the new building and/or buildings shall be shared between the Developer and the Owners in the ratio of 20:80 (20% being the Developer's share and 80% being the Owners' share).
- 14.9 The Owners and Developer record and confirm that the marketing expenses, if paid, shall be shared between the Owners and the Developer in the ratio of 65:35 respectively.
- 14.10 The Income Tax and any other taxes excluding GST which may be imposed by any authority, payable in respect of the Said Property and/or units respectively forming part of the Owners' share of Net Revenue/Allocation and the Developer's share of Net Revenue/Allocation shall be paid by the Owners and the Developer respectively.
- 14.11 The Owners and the Developer shall be entitled to share the gross revenues generated from letting out of any spaces and/or areas, installations of mobile towers, installations and/or putting up of any hoardings and/or signage. The sharing ratio shall be 80:20 in case the revenue is generated from the roof and 65:35 in case the revenue is generated from any other area of the said project.
- 14.12 The Owners and/or their nominees shall be entitled to co-brand the project as Project Owners in all marketing collaterals.
- 14.13 An amount equivalent to 18% of the total revenues payable to the Developer shall temporarily be transferred to the Owners as Contingent Security Deposit in respect of the said Project.
- 14.14 With regard to the distribution of the aforesaid 18% of the Realizations which shall temporarily be transferred to the Owners as Contingent

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ADDITIONAL REGISTRAR
OF ASSURANCES - CALCUTTA
7.8 JUN 2021

Security Deposit, it is expressly agreed between the parties that, the Owners shall within 30 days from the date of obtaining Completion Certificate in respect of the new building from The Kolkata Municipal Corporation, refund to the Developer the aforesaid amount held as Contingent Security Deposit simultaneously with the settlement of the accounts between the parties.


ARTICLE - XV - UNSOLD AREAS

- 15.1 In case of separate identification and allocation of the Unsold Areas as stipulated in Clause 14.6 hereinabove, the Parties have agreed that:
- (a) The Owners' Areas shall absolutely belong to the Owners' and the Developer's Areas shall absolutely belong to the Developer.
 - (b) All agreements and stipulations of this Agreement with regard to the marketing and sale of the Saleable Areas by the Developer, deposit of the Realizations in Project Bank Account and appropriation and distribution of the Realizations shall in so far as the Unsold Areas are concerned, will not be applicable.
 - (c) The Owners shall be entitled to sell and transfer the Owners' Areas independent of the Developer to the Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Developer and/or to retain and own the same for its sole benefit and likewise the Developer shall be entitled to sell and transfer the Developer's Areas independent of the Owners to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Owners and/or to retain and own the same for their sole benefit.
 - (d) All agreements, sale deeds and other documents required to be executed for sale of the respective identified Unsold Areas of the Owners and the Developer or for retaining and owning the same respectively by the Parties hereto shall be caused to be prepared by the Owners and the Developer through their respective Advocates and both the Owners and the Developer shall incorporate and ensure fulfillment and compliance of all restrictions, obligations, conditions and covenants contained herein and as be adopted by the Developer for the user and maintenance of the New Building and for the other Common Purposes. Both the Owners and the Developer shall be entitled to seek clarification and give suggestions on the documents so prepared by their Advocates.
 - (e) The Owners and the Developer shall execute and register all necessary documents as be prepared by their Advocates for owning and having absolutely their respective areas out of the Un-

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
18 JUN 2020

sold Areas and/or for selling and conveying the same to the respective buyers thereof without raising any objection.

- (f) Simultaneously with the identification and separate allocation of Unsold Areas, the Owners shall execute and/or register a power of attorney in favour of the Developer and/or its nominee for or relating to sale of the Developer's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer and similarly the Developer shall execute and/or register a power of attorney in favour of the Owners and/or their nominees for or relating to sale of the Owners' Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Owners.

ARTICLE - XVI - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 16.1 The Developer jointly with the Owners shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project also the common parts and essential services at the new building. Each of the intending buyers acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance-in-charge / maintenance company / association or to the Developer till such time the Association is formed.

ARTICLE - XVII - FORCE MAJEURE

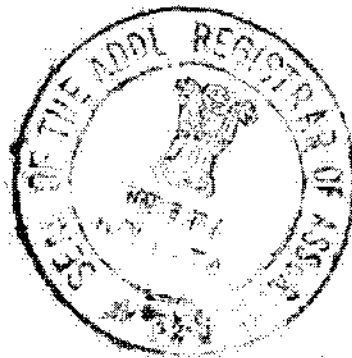
- 17.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

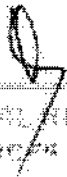
- (i) Fire;
- (ii) Natural calamity;
- (iii) Tempest;
- (iv) Declared and undeclared war, riot and civil commotion;
- (v) Any prohibitory order from the court, Kolkata Municipal Corporation and other Government authorities.
- (vi) Any relevant Government or Court orders with regard to the title of the Said Property affecting the construction of the Project.

- 17.2 The Developer shall intimate in writing to the Owners' in case of development works stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project.

A.K.

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ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA

7.9 JUN 2007

ARTICLE - XVIII - MAINTENANCE-IN-CHARGE

- 18.1 After completion of the said Project, the Developer with the consent and concurrence of the Owners shall cause an Association/Company/LLP or an Association formed under The West Bengal Apartment Ownership Act, 1972 to be formed for the purpose of taking over of the maintenance and administration of the common parts and portions and also for the purpose of rendition of the common services. Such organization shall be a non profit making organisation.
- 18.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted to any Facility Management Company (hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a unit/space in the said new building and/or project shall be liable unconditionally to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE - XIX - OWNERS' OBLIGATIONS

19.1 The Owners have agreed:

- (i) To co-operate with the Developer in all respect for development of the Said Property in terms of this Agreement;
- (ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time in terms of this agreement;
- (iii) For the purpose of obtaining all permissions, approvals and/or sanctions by the Developer, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan;
- (iv) The Owners will grant a registered General Power of Attorney in favour of the Developer or its Directors to enable the Developer to :-
 - a) Obtain modification of the sanction plan;
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police, Urban Land Ceiling, Pollution control Board, KIT, Survey Department, KMDA, Kolkata Municipal Corporation and other authorities;

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

15 JUN 2008

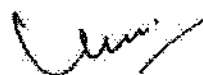
- c) To appoint Architect, Engineers, Contractors and other Agents;
- d) Do all acts, deeds and things for the purpose of giving effect to this agreement;
- e) To execute the Deed of conveyance and the Sale agreements in respect of the undivided proportionate share in the land attributable to the saleable units in favour of the Intending Purchasers acquiring units, constructed spaces and car parking spaces **SUBJECT HOWEVER** to what is hereinafter appearing;

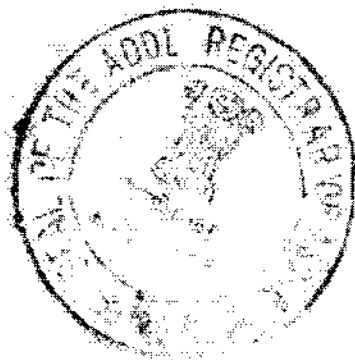
IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall not be entitled to convey or otherwise permit the use of any of the units, apartments, constructed spaces and car parking spaces till such time the entire consideration for the said unit is received. The Developer shall not be entitled to cause any liability on the Owners on the strength of such Power of Attorney and in this regard, the Developer shall keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.


ARTICLE - XX- DEVELOPER'S INDEMNITY

- 20.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission or omission of the Developer in or relating to the construction of the said new Building.
- 20.2 The Developer hereby undertakes to keep the Owners and each of them indemnified and indemnifies the Owners against all actions, suits, costs, proceedings and claims that may arise due to the Developer's action with regard to the development of the Said Property and/or in the matter of construction of the said new Building and/or for any defect therein;
- 20.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 20.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer the Development Agreement and/or rights under this Agreement to any one whatsoever.

M.K.







ADDITIONAL REGISTRAR
OF ASSAM, KOLKATA
15 JUN 2007

- 20.5 The Developer shall defend any suit, proceeding, claims being made by any of the buyers, prospective buyers against the Owners in respect of all legal proceedings relating to all claims, defects arising out of all matters save and except with respect to the title of the said property.
- 20.6 The Developer shall indemnify the Owners against all actions, claims, arising from any successful claim by any party for any violation of any of the provisions of HIRA and against all or any claims arising on account of any defect in construction.

ARTICLE - XXI- OWNERS' INDEMNITY

- 21.1 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owners and/ or arising from any successful claim by any third party for any defect in title of the Said Property.

ARTICLE - XXII- GST

- 22.1 All tax liabilities arising on account of GST in relation to construction and development of the Project shall be paid by the Developer or the intending purchasers and the Owners shall have no liability for the same except in respect of the portions retained by them, if any, and if applicable. The Developer shall be responsible for ensuring compliance by the Project of GST tax laws including with respect to filings and compliances required to be made in connection with the collection and payment of such taxes. The Developer shall keep the Owners indemnified and harmless from or against all demands and liabilities in any way arising out of or relating to the same.
- 22.2 In case the Owners decide to retain any part or portion of the said project and if applicable the Owners and/or their Allottees/Assignees shall pay and/or deposit such GST with the Developer immediately after demarcation and/or allotment of such part or portion and in this respect shall keep the Developer indemnified and harmless.
- 22.3 In case the Developer decides to retain any part or portion of the said project and if applicable the Developer and/or their Allottees/Assignees shall pay and/or deposit such GST with the GST authority immediately after demarcation and/or allotment of such part or portion and in this respect shall keep the Owners indemnified and harmless.

M. K.

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ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA

7.16 JUN 2021

ARTICLE - XXIII - BREACHES

- 23.1 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and that in the event of any breach on the part of either party (hereinafter referred to as the **DEFAULTING PARTY**) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.
- 23.2 It is hereby made expressly clear that none of the parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to arbitration as per Article XXVIII hereunder. The Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.
- 23.3 It is further agreed that in the event the Developer fails to observe the covenants and conditions in this Agreement and/or fails to complete the construction within a period of 54 (fifty four) months with a grace period of another 6 (six) months from the date of this agreement then and in that event this Agreement stands determined and the Developer shall be entitled to the amount paid to the Owners as Security Deposit together with the reasonable cost incurred and borne by the Developer till such stage of construction.


ARTICLE - XXIV - MUTUAL COVENANTS

- 24.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is the development of the Said Property by construction of new building and/or buildings thereon by the Developer and to sell and transfer the various units, apartments, showrooms, constructed spaces and car parking spaces respectively in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.
- 24.2 Neither of the Parties hereto shall do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and further to do all acts, deeds and things as and when necessary and/or required for smooth implementation of this agreement.
- 24.3 The Owners agree and undertake not to do any act deed or thing which may cause hindrance or obstruction in the Developer undertaking the work of construction of the said new building and/or buildings in terms of this agreement.

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
11.9 JUN 2025

ARTICLE - XXV - NEGATIVE COVENANTS

25.1 As and by way of negative covenant the Owners have assured and covenanted with the Developer as follows:

- (i) Not to enter into any agreement for sale transfer and/or development in respect of the Said Property. However, in case any part/portion/unit of/in the said premises is allocated to the Owners they shall be at liberty to sell, enter into Agreements for Sale and also to sell the units, portions and car parking spaces in the proposed new building in respect of such allocated portions.
- (ii) Not to create any interest of any third party into or upon the Said Property or any part or portion thereof. This will not however prevent the Owners from selling on ownership or otherwise disposing of the units and other spaces in the new building in case any part/portion/unit is allocated to them;
- (iii) Not to induct any new tenant/occupant in the Said Property from the Date of this Agreement but this will not prevent the Owners from inducting tenants and other occupiers in case any part/portion/unit is allocated to them;
- (iv) Not to do any act deed or thing which may be contrary or in violation of any of the terms and conditions of the Development Agreement or this agreement;
- (v) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXVI- MISCELLANEOUS

26.1 **RELATIONSHIP OF THE PARTIES:** The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or constitute an association of persons.

26.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the Said Property or any part thereof to the Developer or as creating of any right, title or interest thereof of the Developer other than the License to the Developer to commercially develop the same in terms hereof.

26.3 **NON WAIVER:** Any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned, such tolerance or indulgence shown shall not be treated or constructed as a

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[Signature]



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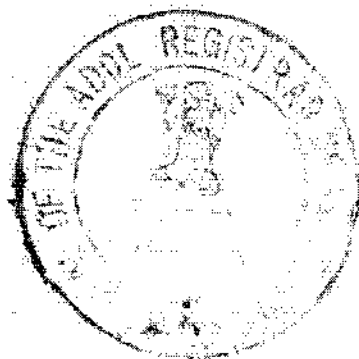
ADDITIONAL REGISTRAR
OF ASSURANCES KETA
7.9 JUN 2012


waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.

- 26.4 **COSTS:** Each party shall pay and bear its own cost in respect of their respective Advocates and/or Solicitor's fees. The Stamp Duty and Registration charges towards this Agreement, Supplementary Agreement, Power of Attorney etc. shall be paid borne and discharged by the Developer.
- 26.5 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered or sent by speed post with recorded delivery to the proper address of the relevant Party mentioned above (or such other address as is otherwise notified by each party from time to time). Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served two days after dispatch of the same by Speed Post.
- 26.6 Time shall be the essence as regards the time and period mentioned herein and also the times and periods, which may be agreement between the Parties are substituted or modified or extended.
- 26.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 26.8 No modifications, amendments or waiver of any of the provisions of this Agreement shall be valid and effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 26.9 This Agreement shall be binding on the parties hereto and their respective successors, successors-in-interest and assigns.
- 26.10 In the event of any ambiguity or discrepancy between the provisions of this Agreement and the articles, then it is the intention that the provisions of this Agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 26.11 Nothing contained in this Agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 26.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably required for from time to time in

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
19 JUN 2020

order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

- 26.13 The original Title Deeds in respect if the said Property shall remain with the Owners and they shall produce same to the inspection of the Developer as and when required.
- 26.14 In case the Owners do not retain any part or portion of the said Property the Owners shall, subsequent to settlement of accounts with the Developer, hand over the original Title Deeds of the said Property to the Owners Association.

ARTICLE - XXVII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

27.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various units, showrooms, shoprooms, constructed spaces and car parking spaces in the said housing project/new building shall provide for making payment of the following amounts to the Developer:

- (i) proportionate share of CESC Transformer charges/HT Services on actuals;
- (ii) proportionate share of Generator connection to the unit/showroom on actuals;
- (iii) Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder on actuals;
- (iv) Such charges as may be determined for formation of the Holding Organisation and/or Association of Owners on actuals;
- (v) Service Tax/GST;
- (vi) Maintenance charges.
- (vii) VRF/ Split Air Conditioner installation Charges, if any.

27.2 In addition to the above each of the Intending Purchasers of units at the new building in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchasers.


3. The aforesaid charges are indicative and the parties hereto in consultation with each other may from time to time mutually agree in writing and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers.

4. **SINKING FUND** - In addition to the above and in order to maintain decency of the said project to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intend-

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ADDITIONAL REGISTRAR
OF ASSAM, DISPUR, ASSAM

7 6 JUN 2021

ing purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Owners and the Developer in consultation with each other.

ARTICLE - XXVIII - ARBITRATION

- 28.1 The parties as far as possible shall try to amicably resolve all disputes and differences which may arise but in the event of such differences and/or disputes are not amicably resolved then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two Arbitrators appointed by the parties and the provision of the Arbitration and Conciliation Act, 1996 shall apply.
- 28.2 The Arbitral Tribunal shall be entitled to proceed summarily and need not give any reasons for its award. The venue of the Arbitration proceeding shall be at Kolkata. The Arbitral Tribunal may make interim Awards. The Award of the Arbitral Tribunal shall be final and binding upon the parties;

ARTICLE - XXIX - JURISDICTION

29. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PROPERTY**


ALL THAT an area of 1 Bighas 10 Cottahs 8 Chittacks and 31 Square Feet, be the same a little more or less, situate lying at and being municipal Premises no. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station Jorasanko, Kolkata 700 007, Ward No.43 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner as follows:-

- On the North by : Syed Sally Lane,
On the South by : Mahatma Gandhi Road,
On the East by : Premises no. 147, Mahatma Gandhi Road and
On the West by : Premises no. 151, Mahatma Gandhi Road.

M.R.

[Signature]





ADDITIONAL REGISTRAR
OF COMPANIES WEST BENGAL

19 JUN 2021

THE SECOND SCHEDULE ABOVE REFERRED TO

COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES

1. Lobbies, common passages and staircases of the Building and common paths in the Said Property.
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tubewell appurtenant to the Building.
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
7. Fire safety system as per recommendation of West Bengal Fire Service Department.
8. Generator for lift and common services and areas.
9. Intercom system.
10. Caretaker Room, Durwan Room/Gumti.
11. Car Porch Area.
12. Space for Generator installation, Electrical installation and Meter Room.
13. Lightening Arrester.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Specifications)

1. **STRUCTURE:**
R.C.C. framed Earthquake resistant structure on pile foundation with brick walls (external and internal). Basement with R.C.C. Retaining Walls.
2. **FLOORING:**
Lobbies - Granite / Vitrified tiles / Italian Marble.
Unit - Vitrified tiles of Kajaria/Johnson or equivalent make
Toilet - Anti Skid tiles of Kajaria/Johnson or equivalent make.
3. **UNIT MAIN DOOR**
Electronic Rolling shutter / Wooden Door
4. **TOILETS DOOR**
Wooden Flush door finished with both side laminates.
5. **WALLS FINISH**
 - Cement putty finish on all interior walls.
 - Common areas will be painted with Acrylic Emulsion Paint.Toilets - Ceramic Tiles of Orient/Kajaria/ Johnson etc. or equivalent make.

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

19 JUN 2025

6. **WINDOWS:**
Exclusive powder coated Aluminum/UPVC (Fenesta) casement / sliding window.
7. **TOILET FITTINGS:**
Designer ceramic tiles of Kajaria, Orient, Johnson or equivalent on walls upto full 6 feet from the floor. High quality Sanitary wares.
8. **ELEVATORS :**
automatic lift of OTIS/SCHINDLER /KONE along with bed lift.
9. **ELECTRICALS:**
Unit - provided with main DB.
Toilet Area - complete with copper wiring with Modular switches.
10. **ELEVATION :**
Modern elevation with structural glazing.
11. **FIRE PROTECTION:**
Fire safety system as per recommendation of West Bengal Fire Service Department.
12. **COMMUNICATION:**
Provisions for easy communication wiring direct from the ground floor to each office. Camera aided vigilance for complete safety.
Intercom facility to each office connected to the reception/security.
13. **WATER SUPPLY:**
Corporation water, Deep Tubewell.
14. **GENERAL FACILITIES:**
 - Intercom facility in each for communication between main lobby, gate and offices.
 - CCTV camera.
 - Generator Back-up for common areas and any extra power requirement for units will be available at an extra cost.
 - Water proofing of the roof and finished with roof tiles.
 - corporation supply with adequate UG reservoir for drinking and fire fighting water
 - Deep tubewell.
 - Driveway - Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone
 - Decorative Boundary wall with proper landscaping and as per specification of the Architect
 - Lawn and Landscaped Garden
 - VRF/ split A/C installation, if any, at extra cost.

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ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
19 JUN 2025

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED SEALED AND DELIVERED by the **OWNERS** at Kolkata in the presence of:

1. Jayantakay
122/1R, S.N.M. Sarani,
Kolkata 700026

FOR BELVEDERE ENTERPRISES (P) LTD.

A. K. Ghosh
Director

2. Dipankar Sanyal
122/1R S.N.M. Sarani
KOL- 700026

FOR ELEGANT PROFIN PVT. LTD.

A. T.
Director

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:-

1. Jayantakay

ZIRCON DEALERS PRIVATE LIMITED

Director
DIRECTOR

2. Dipankar Sanyal

Drafted by,

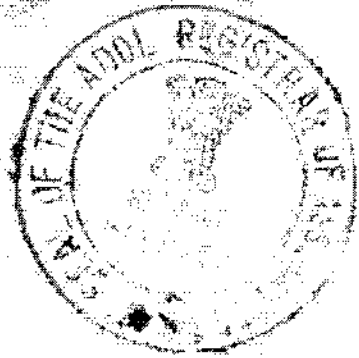
Alamgir Reza

(Alamgir Reza, Advocate)

Enrollment No. WB/1366/03

Alipore Judges Court,

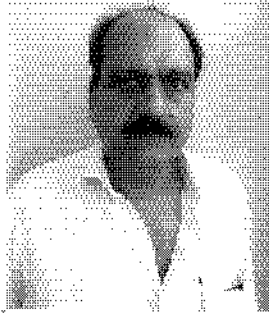





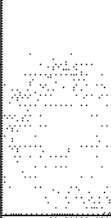




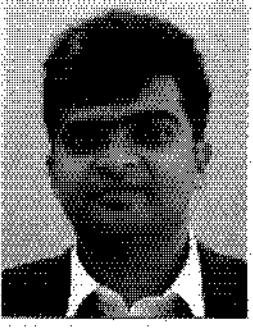




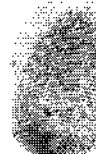





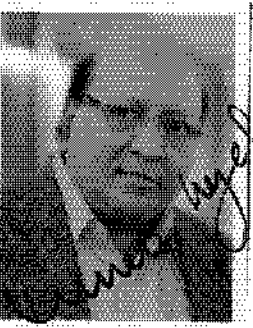






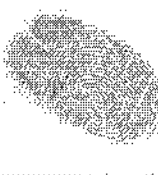


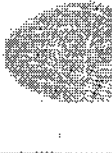
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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

19 JUN 2023

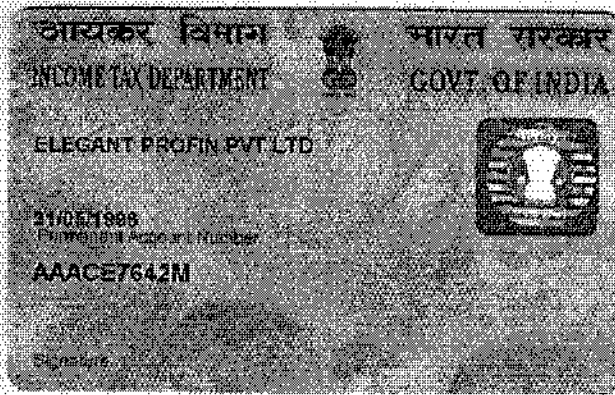
SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>M. K. S. Prabhakar</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
					Thumb Fore Middle Ring Little	
					(Right Hand)	
	<i>A. D. S.</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
					Thumb Fore Middle Ring Little	
					(Right Hand)	
	<i>Sanjay</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
					Thumb Fore Middle Ring Little	
					(Right Hand)	



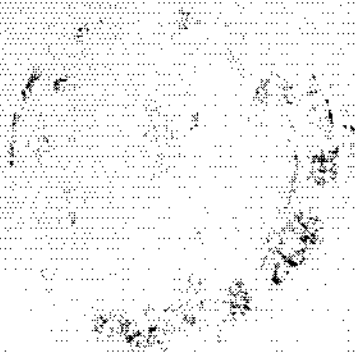


ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
19 JUN 2007



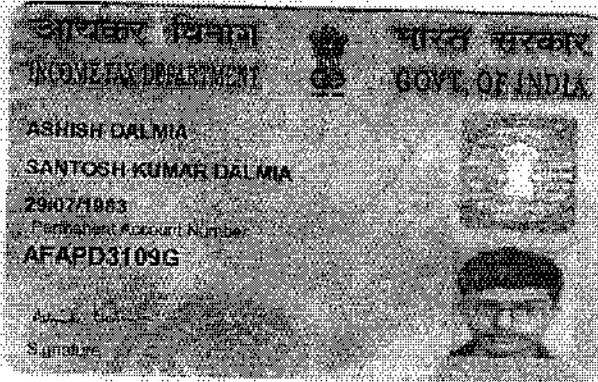
For ELEGANT PROFIN PVT. LTD.

Director



01. TWANGLINGTOWN

02. TWANGLINGTOWN



For ELEGANT PROFIN PVT. LTD.

A. [Handwritten Signature]

Director



ভারতীয় বিচার পরিষদ প্রাধিকরণ
ভারত সরকার
 Unique Identification Authority of India
 Government of India

চলিতকারী আই ডি / Enrollment No.: 1040/21040/05339

To
 অশিষ ডালমিয়া
 Ashish Dalmia
 16 RITCHIE ROAD
 Ballygunge
 Ballygunge
 Circus Avenue Kolkata
 West Bengal 700019

61963087
 22/10/2011



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আপনার আধার সংখ্যা / Your Aadhaar No. :

6363 3109 2915

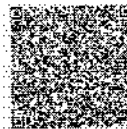
আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



অশিষ ডালমিয়া
 Ashish Dalmia
 পিতা : সন্তোষ কুমার ডালমিয়া
 Father : Santosh Kr. Dalmia
 জন্মতারিখ / DOB : 28/07/1983
 পুংস্ব / Male



6363 3109 2915

আধার - সাধারণ মানুষের অধিকার

For ELEGANT PROFILE PVT. LTD.

Director

PERMANENT ACCOUNT NUMBER
AABC4284D



NAME
BELVEDERE ENTERPRISES P LTD

DATE OF INCORPORATION/FORMATION
31-05-1998

CBT

COMMISSIONER OF INCOME TAX, W.B. - XI

COMMISSIONER OF INCOME TAX, W.B. - XI




For BELVEDERE ENTERPRISES (P) LTD.

M. K. Pradhan

Director

請參閱：第 10 頁的「關於本報告」

第 10 頁

वर्तमान अकाउंट नंबर	PERMANENT ACCOUNT NUMBER	
	AESPP1850R	
अकाउंट धारक	MAHESH KUMAR PRAHLADKA	
पिता या पिता के नाम	MANTURAM PRAHLADKA	
जन्म तिथि / DATE OF BIRTH	18-10-1956	
अकाउंट धारक का हस्ताक्षर		
	अकाउंट संख्या - 12.11	
	COMMISSIONER OF INCOME TAX, W.B. II	

For BELVEDERE ENTERPRISES (P) LTD.
M. K. Prahladka
Director

1952-1953

1954-1955



ভারত সরকার

ভারত সরকার

Unique Identification Authority of India

Government of India

আইডিআর আই ডি / Enrollment No. 2017/25065/04236

To

মহেশ কুমার প্রহ্লাদক

Mahesh Kumar Prahladka

GO Lane Memu Para Prahladka

B-A-10 SALT LAKE

SECTOR 1

Bidhanagar CC Block

Bidhanagar CC Block

Salt Lake North 24 Parganas

West Bengal 700064

9831041347

133057089



MA330570891FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

3440 5400 4033

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India

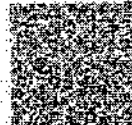


মহেশ কুমার প্রহ্লাদক

Mahesh Kumar Prahladka

সংস্কৃতি : DOB : 18/10/1958

লিঙ্গ : Male



3440 5400 4033

আমার আধার, আমার পরিচয়

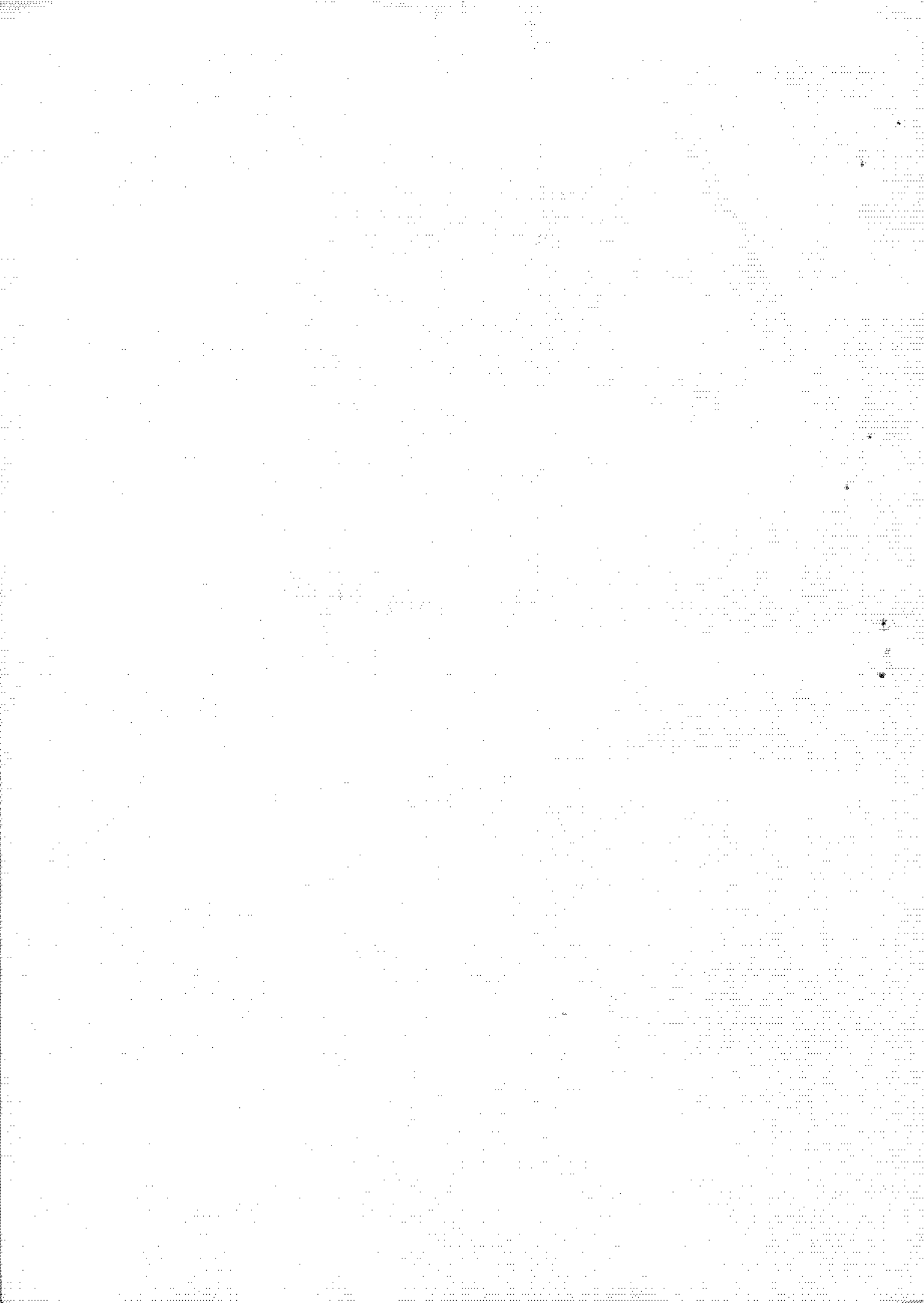
BY BELVEDERE ENTERPRISES (P) LTD.

M. K. Prahladka

Director

DATA TO BE USED IN THE STUDY

RESULTS



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

परामर्श अकाउंट नंबर कार्ड
Parasmani Account Number Card

AGCPK9867B

नाम / Name:
UMESH KYAL

परामर्श अकाउंट नंबर / Parasmani Account Number:
GOVIND RAM KYAL

जन्म तिथि / Date of Birth:
13/06/1958

हस्ताक्षर / Signature



भारत सरकार
GOVERNMENT OF INDIA



उमेश कुमार
Umesh Kyal

जन्म तिथि / DOB: 13/06/1958

पुरुष / MALE

3221 6780 6519




MEERA AADHAAR, MERI PEHCHAN

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
**S/O गोविंद राम क्यल, 30C,
 साउथ एंड पार्क, लेक, कोलकाता,
 कोलकाता,
 पश्चिम बंगाल - 700029**

Address
**S/O Govind Ram Kyal,
 30C, South End Park,
 Lake, Kolkata, Kolkata,
 West Bengal - 700029**



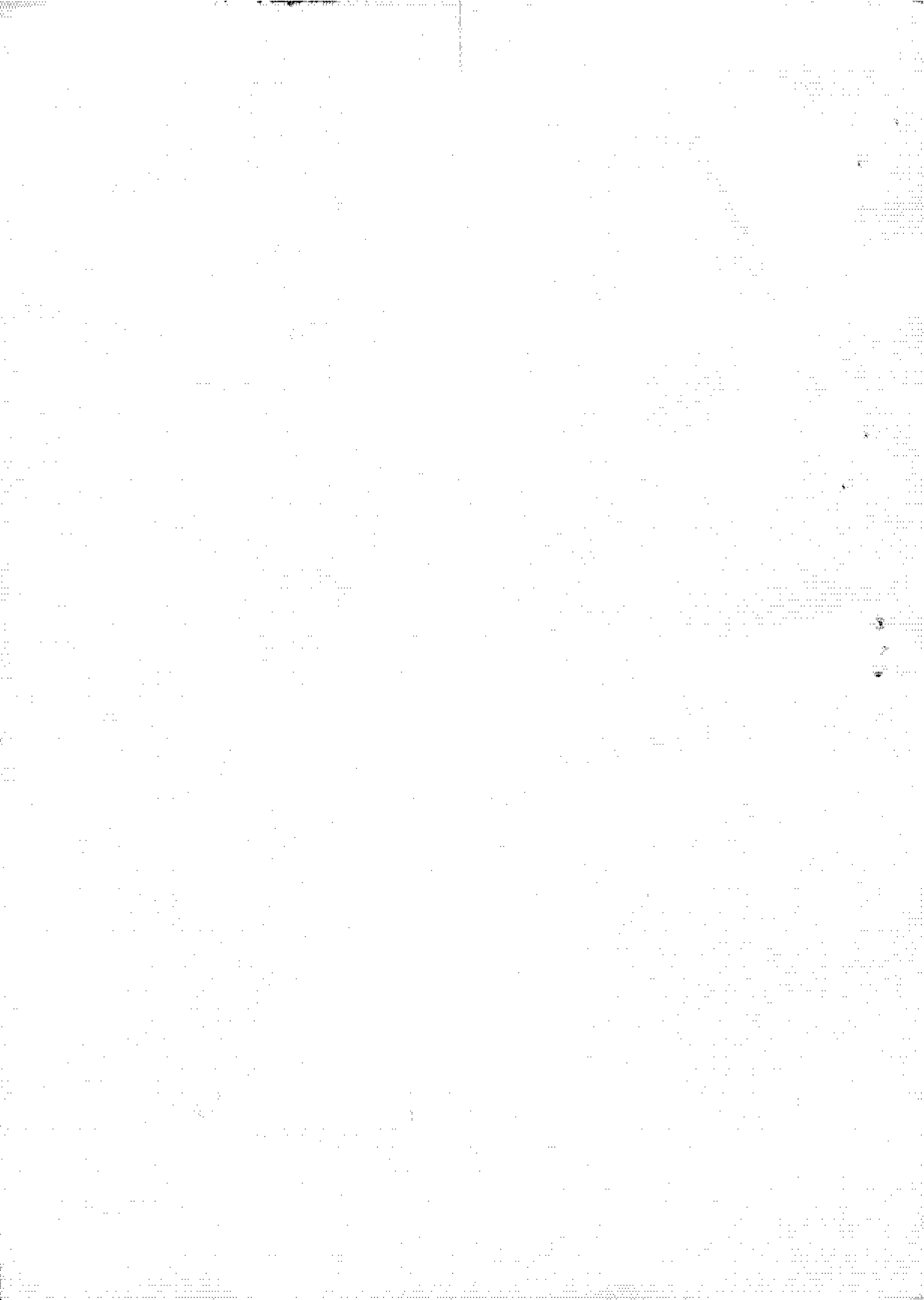
1947
1800 300 1947

1947
help@uidai.gov.in

1947
www.uidai.gov.in

1947
**P.O. Box No. 1947,
 Bengaluru-560 001**

Umesh Kyal





IDENTITY CARD

ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)

KOLKATA - 700 027

PHONE: CIVIL : 2476-9335/7330, CRIMINAL : 2476-1477



Card No. : **IC/896**

Name : **ALAMGIR REZA** **Advocate**

Father's/Husband's name : **Jahangir Reza**

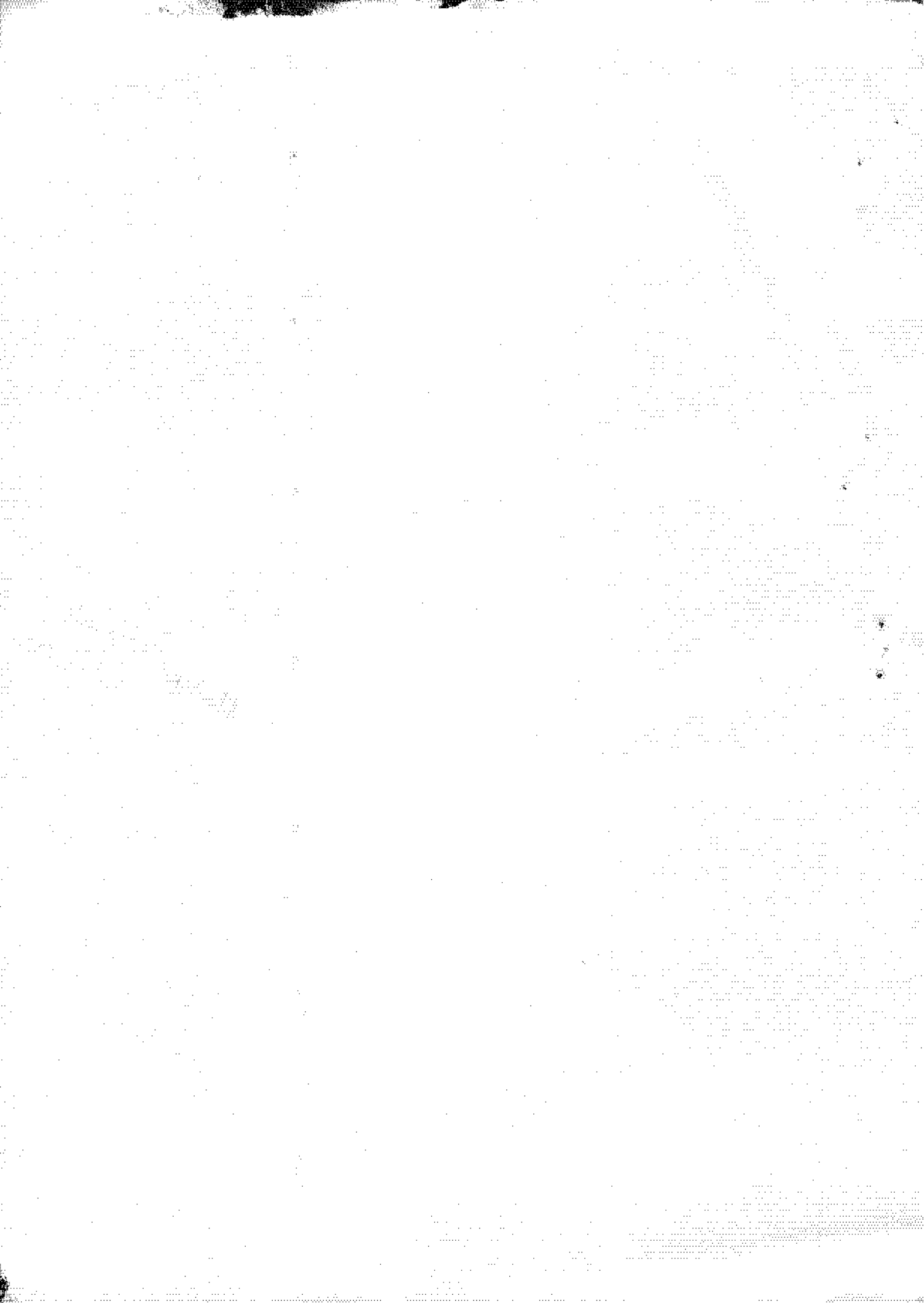
Address : **28/1, Judges Court Road**
Kolkata- 700 027

Ph. No : **98319 60557**

W.B. Bar Council Enrolment No. : **F-1194 / 03**

Subhadra Bose
SECRETARY

Alamgir Reza Adv
19.06.2020





Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192020210015385001

GRN Date: 18/06/2020 13:27:32

BRN: 202006180830943

Payment Mode: Online Payment

Bank: Indian Overseas Bank

BRN Date: 18/06/2020 13:28:43

DEPOSITOR'S DETAILS

Id No.: 2000622680/2/2020

[Query No./Query Year]

Name: ZIRCON DEALERS PVT LTD

Contact No.:

Mobile No.: +91 9830065307

E-mail:

Address: 1221R SATYENDRA NATH MAJUMDER SARANI KOL 26

Applicant Name: Mr JAYANTA RAY

Office Name:

Office Address:

Status of Depositor: Others

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	2000622680/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000622680/2/2020	Property Registration- Registration Fees	0030-03-104-001-16	39021

Total

464942

In Words: Rupees Four Lakh Sixty Four Thousand Nine Hundred Forty Two only



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
09 JUN 2020



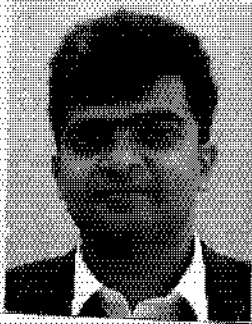


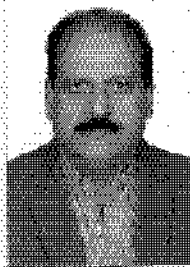
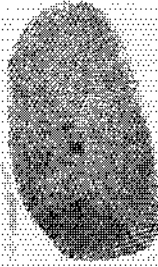

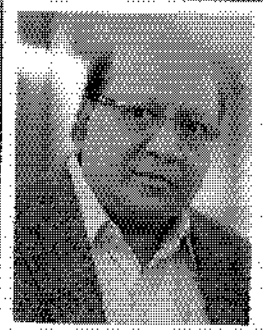

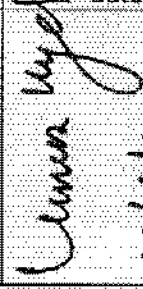
Government of West Bengal

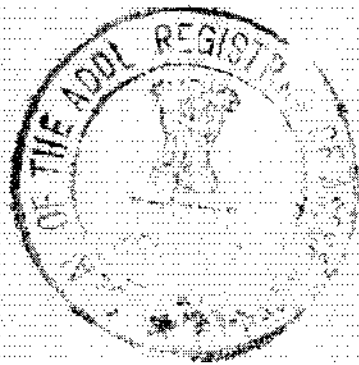
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

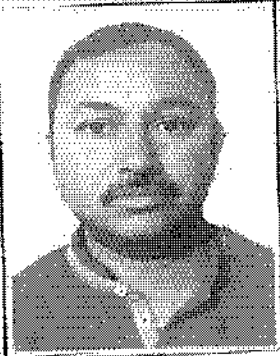
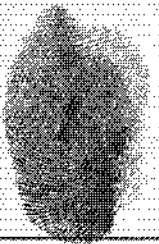
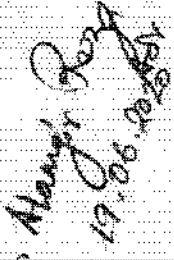
Signature / LTI Sheet of Query No/Year 19042000622680/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	ASHISH DALMIA 18, Pankaj Mullick Sarani (formerly Known As Ritchie Road) P.O.- Ballygunge, P.S.- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [ELEGAN T PROFIN PVT LTD]		2760 	 19/06/2020
2	MAHESH KUMAR PRAHLADKA BA-10, Salt Lake City, P.O.- CC Block, P.S - North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064	Represent ative of Land Lord [BELVED ERE ENTERPR ISES P LTD]		2761 	 19/06/2020
3	UMESH KYAL 30C, South End Park. P.O.- Sarat Bose Road. P.S.- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029	Represent ative of Developer [ZIRCON DEALERS PRIVATE LIMITED]		2759 	 19/6/2020

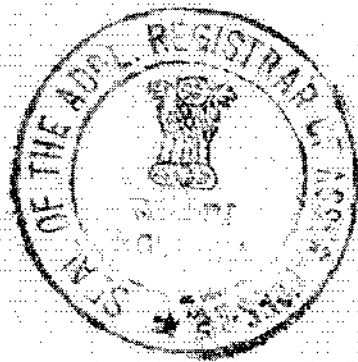


[Handwritten signature]
ADDITIONAL REGISTRAR
OF ASSURANCES - W. KOLKATA
D. 9 JUN 2020

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	ALAMGIR REZA Son of Jahangir Reza P.O.- Alipore, P.S.- Alipore, District- South 24-Parganas, West Bengal, India, PIN - 700027	ASHISH DALMIA, MAHESH KUMAR PRAHLADKA, UMESH KYAL			 19.06.2020

(Tridip Misra)

ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



[Signature]
ADDITIONAL REGISTRAR
OF COMPANIES - KOLKATA

19 JUN 2020

Major Information of the Deed

Deed No :	I-1904-02892/2020	Date of Registration	22/06/2020
Query No / Year	1904-2000622680/2020	Office where deed is registered	
Query Date	12/06/2020 12:16:41 PM		1904-2000622680/2020
Applicant Name, Address & Other Details	JAYANTA RAY 34/14, KASHINATH CHATTERJEE LANE, Thana : Shibpur, District : Howrah, WEST BENGAL, PIN - 711102, Mobile No. : 9830697167, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,90,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 37,97,14,339/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 3,90,025/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

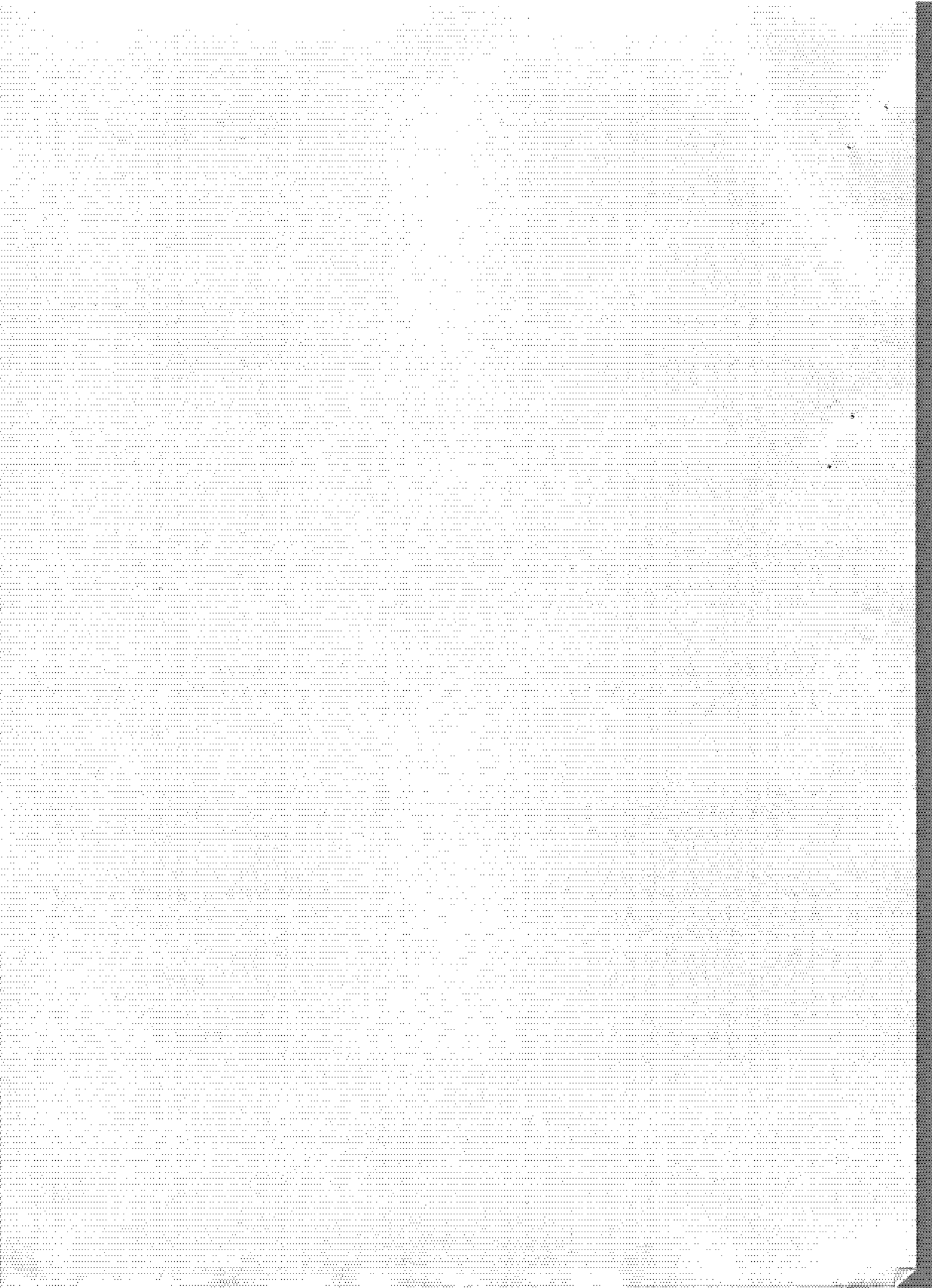
Land Details :

District: Kolkata, P.S - Jorasanko, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: M. G. Road, Road Zone : (C. R. Avenue Crossing – Kalakar Street Crossing) , Premises No: 149, , Ward No: 043 Pin Code : 700007

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	(RS -)		Bastu	1 Bigha 10 Katha 8 Chatak 31 Sq Ft	1/-	37,97,14,339/-	Property is on Road
Grand Total :				50.396Dec	1/-	3797,14,339/-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	ELEGANT PROFIN PVT LTD No. 2, Anandilal Poddar Sarani, 1st Floor, P.O:- Middleton Row, P.S - Shakespeare Sarani, Kolkata, District- Kolkata, West Bengal, India, PIN - 700071 , PAN No. : AAACE7642M, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative
2	BELVEDERE ENTERPRISES P LTD No. 2, Anandilal Poddar Sarani, 1st Floor, P.O:- Middleton Row, P.S - Shakespeare Sarani, Kolkata, District- Kolkata, West Bengal, India, PIN - 700071 , PAN No. : AABCB4284D, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ZIRCON DEALERS PRIVATE LIMITED 122/1R, Satyendra Nath Majumder Sarani, P.O.- Kalighat, P.S.- Tollygunge, District-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No.: AAACZ1160H, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

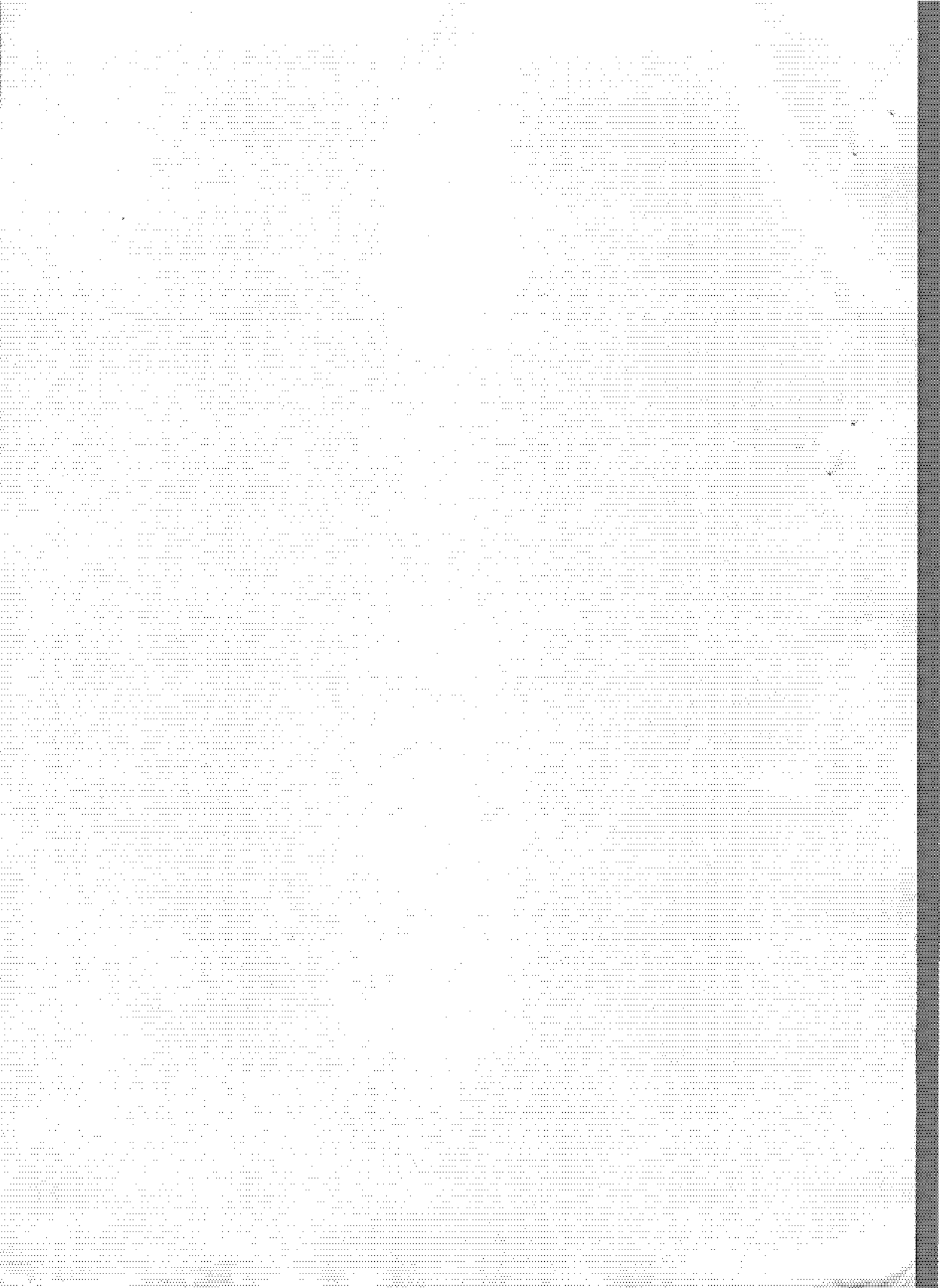
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ASHISH DALMIA Son of Santosh Kumar Dalmia 18, Pankaj Mullick Sarani (formerly Known As Ritchie Road), P.O.- Ballygunge, P.S.- Bullygunge, District-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AFAPD3109G, Aadhaar No: 63xxxxxxxx2915 Status : Representative, Representative of : ELEGANT PROFIN PVT LTD (as Director)
2	MAHESH KUMAR PRAHLADKA Son of Late Manturam Prahladka BA-10, Salt Lake City, P.O.- CC Block, P.S.- North Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AESPP1850R, Aadhaar No: 34xxxxxxxx4033 Status : Representative, Representative of : BELVEDERE ENTERPRISES P LTD (as Director)
3	UMESH KYAL (Presentant) Son of Late Govind Ram Kyal 30C, South End Park, P.O.- Sarat Bose Road, P.S.- Lake, District-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AGCPK9667R, Aadhaar No: 32xxxxxxxx6519 Status : Representative, Representative of : ZIRCON DEALERS PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
ALAMGIR REZA Son of Jahangir Reza P.O.- Alipore, P.S.- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027			
Identifier Of ASHISH DALMIA, MAHESH KUMAR PRAHLADKA, UMESH KYAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	ELEGANT PROFIN PVT LTD	ZIRCON DEALERS PRIVATE LIMITED-25.198 Dec
2	BELVEDERE ENTERPRISES P LTD	ZIRCON DEALERS PRIVATE LIMITED-25.198 Dec



Endorsement For Deed Number : I - 190402892 / 2020

On 19-06-2020

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 17:10 hrs on 19-06-2020, at the Private residence by UMESH KYAL ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 37,97,14,339/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 19-06-2020 by ASHISH DALMIA, Director, ELEGANT PROFIN PVT LTD (Private Limited Company), No. 2, Anandilal Poddar Sarani, 1st Floor, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071

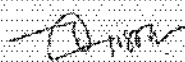
Identified by ALAMGIR REZA, , Son of Jahangir Reza, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Execution is admitted on 19-06-2020 by MAHESH KUMAR PRAHLADKA, Director, BELVEDERE ENTERPRISES P LTD (Private Limited Company), No. 2, Anandilal Poddar Sarani, 1st Floor, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071

Identified by ALAMGIR REZA, , Son of Jahangir Reza, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Execution is admitted on 19-06-2020 by UMESH KYAL, Director, ZIRCON DEALERS PRIVATE LIMITED (Private Limited Company), 122/1R, Satyendra Nath Majumder Sarani, P.O - Kalighat, P.S.- Tollygunge, District- South 24-Parganas, West Bengal, India, PIN - 700026

Identified by ALAMGIR REZA, , Son of Jahangir Reza, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate



Tridip Misra

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 22-06-2020

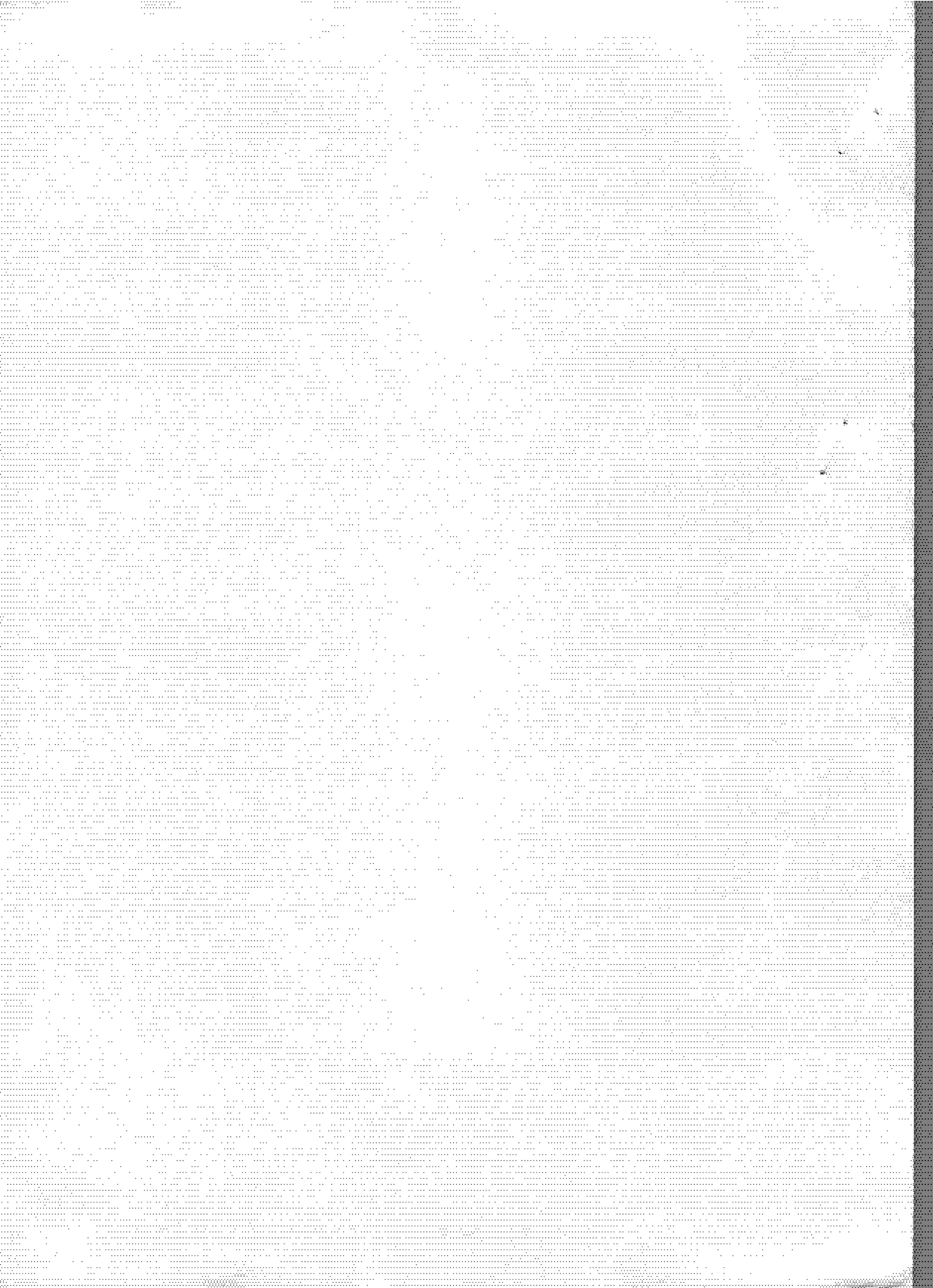
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,90,025/- (B = Rs 3,90,000/- .E = Rs 21/- ,M (b) = Rs 4/-) and Registration Fees paid by Cash Rs 4/-, by online = Rs 3,90,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/06/2020 1:28PM with Govt. Ref. No. 192020210015385001 on 18-06-2020, Amount Rs: 3,90,021/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202006180830943 on 18-06-2020, Head of Account 0030-03-104-001-16



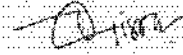
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 43110, Amount: Rs. 100/-, Date of Purchase: 19/08/2019, Vendor name: Anjushree Banerjee

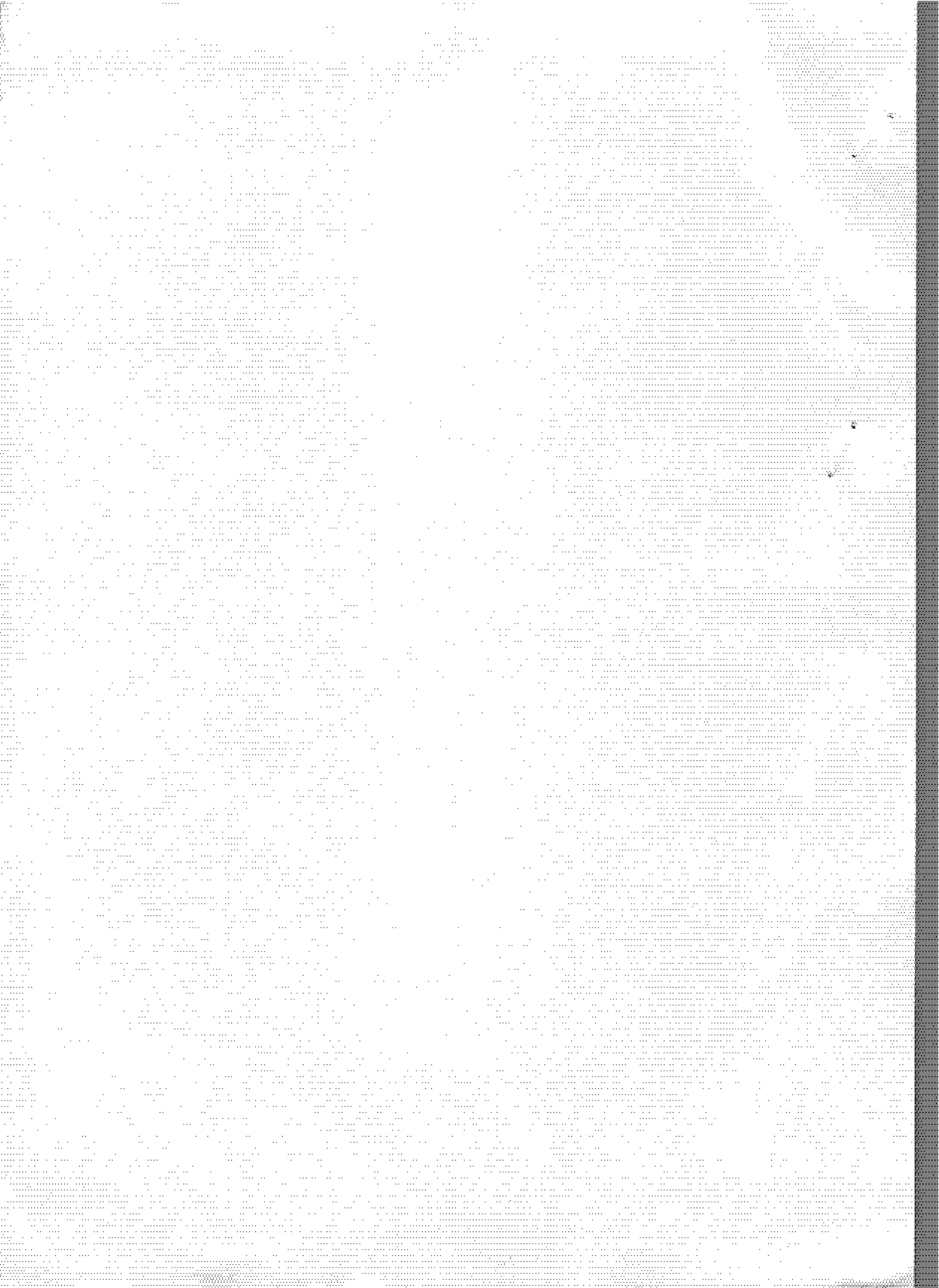
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/06/2020 1:28PM with Govt. Ref. No: 192020210015385001 on 18-06-2020, Amount Rs: 74,921/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202006180830943 on 18-06-2020, Head of Account 0030-02-103-003-02

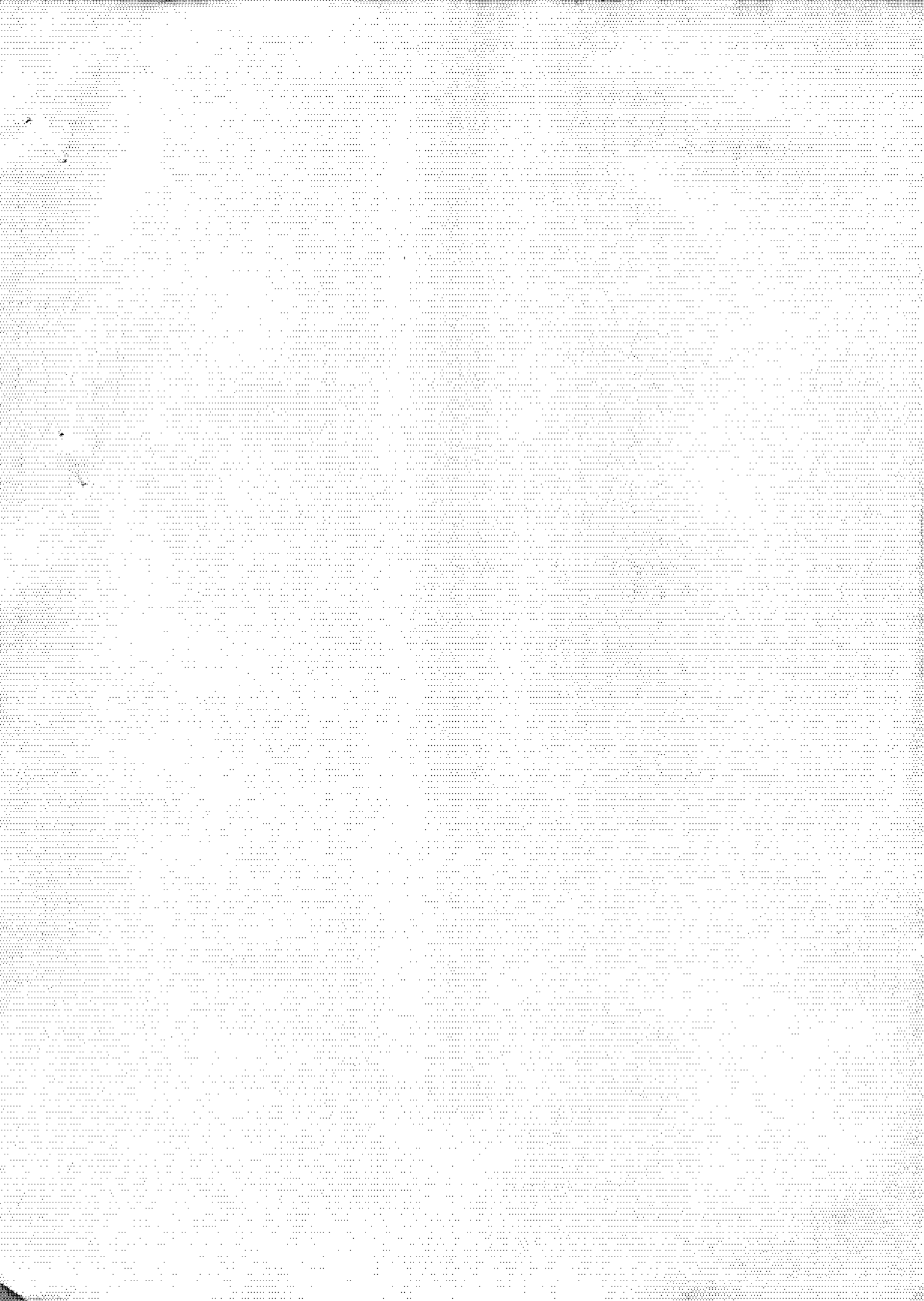


Tridip Misra

**ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA**

Kolkata, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2020, Page from 178042 to 178104

being No 190402892 for the year 2020.



Digitally signed by TRIDIP MISRA
Date: 2020.06.29 12:02:12 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 2020/06/29 12:02:12 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)